Contract Modification Notice

'T Tempe

Contract Number: | T13-102-01

Issue Date: | 04/11/2016

Vigilant Solutions, Inc.
Mr. Bill Quinlan
2021 Las Positas Court, Suite #101
Livermore, California 94551

Effective Date: | 04/11/2016

Termination/Renewal Date 06/27/2017

Contract Description: | Mobile Automated License Plate Recognition (ALPR) Systems

This Contract modification is being issued to formally document a change related to the above referenced contract. It shall remain in effect through the above referenced expiration date.

The City is adding the following product to the contract. This is a tactical covert LPR toolbox that is used in complement with the LPR camera system:

Vigilant #VS-TLBX-01, Vigilant Tactical Covert LPR Toolbox that includes:

- 16 gauge truck toolbox with stainless steel mounting and locking hardware
- Eight (8) different pre-positioned mounting points for easy and accurate capture
- For use on ½ and ¾ ton pickups
- For use with Reaper Mobile LPR Systems
- Up to four (4) cameras per toolbox
- Camera system purchased separately
- Customer to supply laptop with cellular connectivity

Total cost of product including installation...........$7,000

Contractor Modification Acceptance
To Be Completed and Signed By Contractor

Contractor's Name:

Bill Quinlan

Contractor's Authorized Signature

DocuSigned by:

Bill Quinlan

C03F1A0E3D6E47C...

Date: 4/11/2016

City Procurement Officer Signature   Date   4-11-16

Central Services Administrator Signature   Date   4-11-16

Contract Award Notice

ꭲꭲ Tempe

Contract Number:	T13-102-01		

		Contract Period	06/28/2013
Vigilant Solutions, Inc.			To
Bill Quinlan			06/27/2014
2021 Las Positas Court, Suite #101			
Livermore CA 94551			

Phone:	(312) 925.8160	Vendor Number:	88078

Solicitation/Contract Requirements

This Contract Award Notice is issued for the purchase of **Mobile Automated License Plate Recognition (ALPR) Systems** per the terms, conditions, specifications and requirements of **RFP #13-102.** The contract shall remain in effect through **06/27/2014** unless extended, renewed or canceled per terms and conditions of **T13-102-01.** It is to be noted that any contracted vendor document(s) that conflict with the language and requirements of the City's solicitation are not acceptable and will void the contract. In addition, contracted vendor is not to begin work or make delivery of awarded items until any and all required insurance and/or performance bonds are posted with the City Procurement Office.

Pricing

Item No.	Item Description	Unit Price

ITEM NO.	DESCRIPTION OF REQUIRED MATERIAL, SERVICE OR CONSTRUCTION	QTY	UNIT	UNIT PRICE
	Firms shall price the ALPR products to include all freight and installation costs and functionality as described in the Scope of Work section. The City plans to initially outfit a combination of patrol and unmarked vehicles (5 vehicles) with mobile ALPR products.			
	Hardware for Mobile ALPR System			
1.	Pricing for a two (2) camera mobile ALPR system in accordance with specifications to include delivery, set-up, installation, one-year warranty (Training Quoted Below – See Line Item 1-3A) Mfg. and Model Offered: Vigilant Solutions – CarDetector Warranty Term: Standard One Year	1	EA	$ 10,500.00
2.	Pricing for a three (3) camera mobile ALPR system in accordance with specifications to include delivery, set-up, installation, one-year warranty (Training Quoted Below – See Line Item 1-3A) Mfg. and Model Offered: Vigilant Solutions – CarDetector Warranty Term: Standard One Year	1	EA	$ 12,200.00

3.	Pricing for a four (4) camera mobile ALPR system in accordance with specifications to include delivery, set-up, installation, one-year warranty (Training Quoted Below – See Line Item 1-3A) Mfg. and Model Offered: Vigilant Solutions – CarDetector Warranty Term: Standard One Year	1	A	$13,900.00
1-3 A Training	One Training Session – End User application use for server and system client – includes training of all software modules. Available for an unlimited number of attendees – One full day training including in class and field exercises Price is per occurrence.	1	EA	$ 2,450.00

Extended Warranty Options

4.	Pricing for annual extended warranty/maintenance contract for hardware (2-camera system)	1	Year	$ 1,000
5.	Pricing for annual extended warranty/maintenance contract for hardware (3-camera system)	1	Year	$ 1,500
6.	Pricing for annual extended warranty/maintenance contract for hardware (4-camera system)	1	Year	$ 2,000

Software Licensing/Support

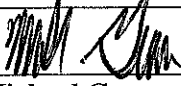|				
9A.	List out any additional items that will be required to fully delivery and furnish the products as specified. Vigilant has presented in this RFP all that is required for the City of Tempe to meet its goals. One way to further LPR LEA practices for Tempe PD would be to utilize Vigilant's Private LPR Data services which will be made available with this RFP at no charge for a period of two (2) years. This is a Value of $50,000 – Attachment #4 'Private LPR Data Service'	2	Year	$25,000.00 Free full data access for two (2) years with selection of Vigilant as Contract award recipient
9B.	List out any additional items that will be required to fully delivery and furnish the products as specified. Another way to further LPR LEA practices for Tempe PD would be to utilize Vigilant's NVLS Tier II service which be made available with this RFP at no charge for five (5) users for a period of two (2) years. This is a Value of $15,000 – See attachment #3 'NVLS Tier II Service'	10	Year	$1,500.00 Free full data access for two (2) years with selection of Vigilant as Contract award recipient
10.	Provide optional pricing for annual software maintenance and support using Vendor-Hosted/Cloud solution			Below

10-A.	Full LPR Data Hosting via se___e National LPR data server. This includes a full software ___ranty and maintenance program for all Vigilant applications use by client: LEARN, CarDetector (fixed or mobile) & Target Alert Service with an unlimited user license for each	1	___ar	$350.00 Per LPR Camera	
	Early Adopter Discount (EAD)				
10-B.	All benefits of Option 10-A plus: 1) Unlimited user license for the LEARN Mobile Companion for Smart Phones; and 2) unlimited use of the CarDetector - Mobile Hit Hunter Criminal Location Intelligence service	1	Year	$575.00 Per LPR Camera	
	Early Adopter Discount (EAD)				
Portable ALPR System					
12.	Provide costs for providing a portable "speed trailer/ALPR" portable unit. Describe systems hardware and functionality that would be included with system.	1	Ea. (1-Camera)	$ 12,580.00	
	Please see attachment #5 entitled 'Self-Contained Fixed LPR Camera Kit'	1	Ea. (2-Camera)	$ 15,580.00	
Existing ALPR System Trade In					
13.	Offer the price to provide a new mobile ALPR system in exchange for each of the City's existing ALPR Systems.	1	Ea.	$ 7,175.00	
	Up to three (3) ALPR systems trade ins allowed Valid w/ award of five (5) new systems Trade ins to be fully functional w/ all components				

Vendor Address Change

If contracted vendor has a change of address for mailing payments and/or for mailing future bid solicitations, it is the vendor's responsibility to notify the City Procurement Officer identified with this contract and to ensure all such mailing address information is kept current. At least once a year, contact the Procurement Officer identified for this contract and ensure your current address has been entered to the City Procurement Office automated system.

Please note that your City of Tempe contract number is **T13-102-01.** This number **must** appear on all receivers, invoices and statements. Payment will be made on a monthly basis following receipt of a monthly itemized statement. Monthly invoices must be segregated by City departments and mailed directly to each City customer department. Invoices **must** be mailed to the following address: City of Tempe, **Division, Attn:**, P.O. Box 5002, Tempe, AZ. 85280. Statements **must** be mailed to: City of Tempe, **Accounting** PO Box 5002, Tempe, Arizona 85280.

Michael Greene, CPM
Central Services Administrator
(480) 350-8516

Michael Greene, CPM
Central Services Administrator

THIS IS NOT A PURCHASE ORDER.
All terms and conditions of this Award Document are per the City's Solicitation Document

Contract Renewal Notice

Contract Number T13-102-01

Contract Description Mobile Automanted License Plate Recognition

Date April 21, 2017

88078

Vigilant Solutions, Inc.
Bill Quinlan
2021 Las Positas Court, Suite 101
Livermore, CA 94551

Renewal Information

Beginning June 28, 2017
Ending June 27, 2018
Renewal 4 of 4

Contract Renewal Information

The above referenced contract is requested to be renewed under the same terms and conditions at either current contract prices/discounts or at prices/discounts more favorable to the City of Tempe. Should a price increase be requested, such request must be in conformity to the original City solicitation/contract, must be thoroughly justified, and documented as a true pass-through cost. If a price increase is being requested, contractor will complete and sign this renewal form and attach price increase justification documentation. Any request for a price increase may cause withdrawal of this Contract Renewal Notice. If a contractor has lowered the market price(s) of any item(s) on the City's contract, then such lowered prices should be offered to the City of Tempe. All contract renewals with an annual value of $50,000 or more must be prior approved by City Council.

Where performance bonds and/or insurance coverage were requirements of the City's original solicitation/contract, a renewing contractor must provide evidence of bonds and/or insurance extensions as applicable to ongoing City of Tempe contract. Failure to provide insurance certificates as outlined below may result in contract cancellation.

Vigilant Solutions, Inc. certifies that it is not currently engaged in, and agrees for the duration of this Contact/Agreement that it will not engage in, a boycott of Israel, as that term is defined in A.R.S.§ 35-393

Contractor hereby acknowledges receipt and understanding of this Contract Renewal Notice and that a signed copy of this notice must be filed with the City of Tempe Procurement Office within thirty (30) days from the above noted issue date and the updated insurance certificates (City of Tempe included as additional insured) will be submitted.

Please note: If included, the Affidavit of Compliance form must be competed and returned with the renewal documents. This affidavit is related to the City's new anti-discrimination ordinance that requires compliance from all City contractors.

Administration	Michael Greene, CPM	480-350-8516	michael_greene@tempe.gov
Procurement Specialist	Alicia Ruiz	480-350-8648	alicia_ruiz@tempe.gov

To Be Completed and Signed By Vigilant Solutions, Inc.

Contractor's Name   **Vigilant Solutions, Inc.**

Contractor's Mailing Address   2021 Las Positas Court, Suite 101   Livermore, CA 94551

Printed name of person signing   Bill Quinlan

Phone Number   925-398-2079

email Address   bill.quinlan@vigilantsolutions.com

Contractor's Authorized Signature

City of Tempe Contract Renewal Acceptance

Michael Greene, CPM Procurement	5-10-17 Date	Michael Greene, CPM, CPPO Procurement Administrator
		5-10-17 Date

Contract Renewal Notice

City of Tempe ®

Internal Services
Procurement Office
20 E 6ᵀᴴ Street
Tempe, AZ 85281

Contract Number	T13-102-01	**Date**	April 5, 2016
Contract Description	Mobile Automated License Plate Recognition		

88078

Vigilant Solutions, Inc.
Bill Quinlan
2021 Las Positas Court, Suite #101
Livermore, CA 94551

Renewal Information	
Beginning	June 28, 2016
Ending	June 27, 2017
Renewal	3 of 4

Contract Renewal Information

The above referenced contract is requested to be renewed under the same terms and conditions at either current contract prices/discounts or at prices/discounts more favorable to the City of Tempe. Should a price increase be requested, such request must be in conformity to the original City solicitation/contract, must be thoroughly justified, and documented as a true pass-through cost. If a price increase is being requested, contractor will complete and sign this renewal form and attach price increase justification documentation. Any request for a price increase may cause withdrawal of this Contract Renewal Notice. If a contractor has lowered the market price(s) of any item(s) on the City's contract, then such lowered prices should be offered to the City of Tempe. All contract renewals with an annual value of $50,000 or more must be prior approved by City Council.

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Procurement Officer	Tony Allen, CPPB	480-350-8548	tony_allen@tempe.gov
Procurement Specialist	Alicia Ruiz	480-350-8648	alicia_ruiz@tempe.gov

To Be Completed and Signed By Vigilant Solutions, Inc.

Contractor's Name   **Vigilant Solutions, Inc.**

Contractor's Mailing Address   2021 Las Positas Court, Suite #101   Livermore, CA 94551

Printed name of person signing   Bill Quinlan

Phone Number   312-925-8160

email Address   bill.quinlan@vigilantsolutions.com

Contractor's Authorized Signature   DocuSigned by: *Bill Quinlan*   C03F1A0E3D6E47C...

City of Tempe Contract Renewal Acceptance

_____   4-8-16
Tony Allen, CPPB   Date
Procurement Officer

_____   4-8-16
Michael Greene, CPM, CPPO   Date
Procurement Administrator

Contract Renewal Notice

T City of Tempe ®

Internal Services
Procurement Office
20 E 6th Street
Tempe, AZ 85281

Contract Number	T13-102-01	**Date**	05/08/2015
Contract Description	Mobile Automated License Plate Recognition		

88078

Vigilant Solutions, Inc.
Bill Quinlan
2021 Las Positas Court, Suite #101
Livermore, CA 94551

Renewal Information
Beginning June 28, 2015
Ending June 27, 2016
Renewal 2 of 4

Contract Renewal Information

The above referenced contract is requested to be renewed under the same terms and conditions at either current contract prices/discounts or at prices/discounts more favorable to the City of Tempe. Should a price increase be requested, such request must be in conformity to the original City solicitation/contract, must be thoroughly justified, and documented as a true pass-through cost. If a price increase is being requested, contractor will complete and sign this renewal form and attach price increase justification documentation. Any request for a price increase may cause withdrawal of this Contract Renewal Notice. If a contractor has lowered the market price(s) of any item(s) on the City's contract, then such lowered prices should be offered to the City of Tempe. All contract renewals with an annual value of $50,000 or more must be prior approved by City Council.

Where performance bonds and/or insurance coverage were requirements of the City's original solicitation/contract, a renewing contractor must provide evidence of bonds and/or insurance extensions as applicable to ongoing City of Tempe contract. Failure to provide insurance certificates as outlined below may result in contract cancellation.

Contractor hereby acknowledges receipt and understanding of this Contract Renewal Notice and that a signed copy of this notice must be filed with the City of Tempe Procurement Office within thirty (30) days from the above noted issue date and the updated insurance certificates (City of Tempe included as additional insured) will be submitted.

Please note: If included, the Affidavit of Compliance form must be competed and returned with the renewal documents. This affidavit is related to the City's new anti-discrimination ordinance that requires compliance from all City contractors.

Administrator	Michael Greene, CPM	480-350-8516	michael_greene@tempe.gov
Procurement Specialist	Alicia Ruiz	480-350-8648	alicia_ruiz@tempe.gov

To Be Completed and Signed By Vigilant Solutions, Inc.

Contractor's Name   **Vigilant Solutions, Inc.**

Contractor's Mailing Address   2021 Las Positas Court, Suite #101   Livermore, CA 94551

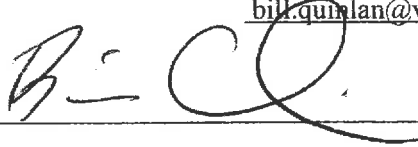Printed name of person signing   <u>Bill Quinlan</u>

Phone Number   <u>312-925-8160</u>

email Address   <u>bill.quinlan@vigilantsolutions.com</u>

Contractor's Authorized Signature

City of Tempe Contract Renewal Acceptance

Michael Greene, CPM
Procurement

5-12-15
Date

Michael Greene, CPM, CPPO
Procurement Administrator

5-12-15
Date

City Procurement Office/City of Tempe • PO Box 5002 • 20 East 6th Street • Tempe, AZ 85280 • (480) 350-8324 • www.tempe.gov/procurement

Contract Number:	T13-102-01	**Issue Date:**	04/09/2014
		Vendor Number:	88078

Vigilant Solutions, Inc.
Bill Quinlan
2021 Las Positas Court, Suite #101
Livermore   CA   94551

Contract Renewal:	06/28/2014
	To
Contract Expiration:	06/27/2015

Contract Description:	(312) 925.8160	**Contract Term Status:**	1

Contract Renewal Information:

The above referenced contract is requested to be renewed under the same terms and conditions of the above referenced contract and at either current contract prices/discounts or at prices/discounts more favorable to the City of Tempe. Should a price increase be requested, such request must be in conformity to the original City solicitation/contract, must be thoroughly justified and documented as a true pass-through cost. If a price increase is being requested, contractor will complete and sign this renewal form and attach the price increase justification documentation with this renewal notice. Any request for a price increase may cause withdrawal of this Contract Renewal Notice. If a contractor has lowered the market price(s) of any item(s) on the City's contract, then such lowered prices should be offered to the City of Tempe. If contractor is willing to renew at the current contract rates then only the completion and return of this form is necessary. All contract renewals with an annual value of $50,000 or more must be prior approved by City Council.

Where performance bonds and/or insurance coverage were requirements of the City's original solicitation/contract, a renewing contractor must provide evidence of bonds and/or insurance extensions as applicable to ongoing City of Tempe contracts. Failure to provide insurance certificates as outlined below may result in contract cancellation.

Contractor hereby acknowledges receipt and understanding of above Contract Renewal Notice and that a signed copy of this notice must be filed with the City of Tempe Procurement Office within thirty (30) days from the above noted issue date and the updated insurance certificates (City of Tempe included as additional insured) will be submitted as noted below. In accordance with A.R.S. 35-397, the firm hereby certifies that it does not have scrutinized business operations in Iran or Sudan.

City of Tempe Procurement Officer: Phone No. (480) 350-
City of Tempe Contracts Compliance: Phone No. (480) 350-

To Be Completed and Signed By Contractor

Contractor's Name: <u>Bill Quinlan – Vigilant Solutions, Inc.</u>   E-mail Address: <u>bill.quinlan@vigilantsolutions.com</u>

Contractor's Mailing Address: <u>2021 Las Positas Court, Suite 101 Livermore, CA 94551</u>

Contractor's Phone/FAX: Phone No. (<u>925</u>) <u>398</u> - <u>2079</u>   Fax No. (<u>925</u>) <u>398</u> - <u>2113</u>

Contractor's Authorized Signature: _____   Date: <u>4/10/2014</u>

Insurance Expiration Date: _____   Contractor must provide insurance renewal by: **Immediately**

City of Tempe Contract Renewal Acceptance

_____   4-18-14   _____   4/18/14

City Procurement Officer Signature   Date   Central Services Administrator Signature   Date

CSP217R (5/08)

Tempe

CITY OF TEMPE
REQUEST FOR COUNCIL ACTION

Council Meeting Date: 6/27/2013
Agenda Item: 5B10

ACTION: Award a one-year contract with four, one-year renewal options to Vigilant Solutions for mobile automated license plate recognition systems for the Police Department.

FISCAL IMPACT: Total first year cost of this contract will not exceed $136,100. Sufficient funds have been appropriated in cost center 2222 (Police Grant and RICO Fund) for the anticipated expenditure in fiscal year 2013/2014.

RECOMMENDATION: Award the contract.

BACKGROUND INFORMATION: (RFP 13-102) The Tempe Police Department has utilized automated license plate recognition (ALPR) systems since 2005. The City recently issued a Request for Proposal (RFP) to establish a term contract for the acquisition of a variety of ALPR solutions to upgrade the department's current system. ALPR systems are comprised of a series of cameras (2, 3 or 4 cameras) that can be mobile (mounted to police cruisers) or portable (mounted within a trailer unit or stand alone). Once operational, the cameras automatically take pictures of vehicle license plates, whether in motion or stationary, and instantly compare those reads against a comprehensive data base of plates of interest to law enforcement. When the system recognizes a match, a signal alerts the Officer to proceed with further confirmation, investigation, or actions as appropriate. ALPR systems are utilized throughout the country to aid Police Departments in fighting crime, pursuing investigations and ensuring community safety.

This award recommendation includes the purchase of five 3-camera mobile systems, one portable 2-camera kit, three-year warranty, training, software/data base hosting services and the trade-in of two City-owned ALPR camera systems. Additional camera system options have been included in the pricing schedule that will be available to the City for future consideration.

Evaluation Process

A total of 43 firms were notified of this opportunity. The City received four (4) responses that were evaluated by a committee comprised of Police and Finance and Technology staff.

The offers were evaluated using the following criteria:

Criteria	Weight
Quality of ALPR Solution Offered	30%
Price	25%
Experience	15%
Inter-Agency Integration	15%
Timeline	10%
Responsiveness	5%

The matrix shown below displays the initial 4-year lump sum pricing that includes the following components:

a) 5 – three camera systems
b) 3-year extended warranty (1st year under Mfg. warranty)
c) Training and installation
d) 4-years of vendor hosting/data management services

Initial Pricing and Scores

Company	4-year Lump Sum Cost	Initial Evaluation Score (1000 max)
Vigilant Solutions	$106,100	888.71
3M	$109,410	856.31
ELSAG North America	$119,950	688.63
PCS Mobile	$150,605	675.04

The committee determined that the two highest rated firms, Vigilant and 3M, would be brought forward in the evaluation process to include interviews, product demonstrations and best and final offers. ELSAG North American and PCS Mobile were determined not susceptible for award and removed from consideration.

The following matrix displays the best and final 4-year pricing and evaluation scores for the two short listed firms.

Best and Final Pricing and Scores

Company	4-year Lump Sum Cost	Best and Final Evaluation Score (1000 max)
Vigilant Solutions	$106,100	939.48
3M	$101,075	823.81

After careful consideration the evaluation committee is recommending that Vigilant Solutions be awarded RFP 13-102 as the firm determined to have submitted the most advantageous proposal. Although Vigilant Solutions is slightly higher in cost, the value of the firm's extensive law enforcement data base and powerful software analytical capabilities make this firm the best choice. Additionally, Vigilant Solutions has more experience implementing and maintaining ALPR systems in a vendor hosted environment.

As mentioned, a variety of ALPR product options were also competitively bid through this solicitation and, if approved as recommended, will be available to the City for purchase. In addition to the five 3-camera ALPR systems, the Tempe Police Department is requesting that an additional $30,000 be included in the Council approved contract value that will be used to purchase a portable 2-camera ALPR system.

ATTACHMENTS: Vigilant Solutions Proposal

STAFF CONTACT(S): John Rush, Assistant Chief of Police, 480-350-8274

Department Director: Ken Jones, Finance & Technology Department Director
Legal review by: Bill Amato, Police Legal Advisor
Prepared by: Michael Greene, C.P.M. Central Services Administrator

Enterprise Service Agreement (ESA)
C2013-136

This Vigilant Solutions Enterprise Service Agreement (the "Agreement") is made and entered into as of this 30 Day of July, 2013 by and between **Vigilant Solutions Inc.**, a Delaware corporation, having its principal place of business at 2021 Las Positas Court Suite # 101, Livermore, CA 94551 ("Vigilant") and City of Tempe, a law enforcement agency or other governmental agency, having its principal place of business at Tempe, Arizona ("Affilliate").

WHEREAS, Vigilant designs, develops, licenses and services advanced video analysis software technologies for the law enforcement and security markets;

WHEREAS, Affiliate will separately purchase License Plate Recognition (LPR) hardware components from Vigilant and/or its authorized reseller for use with the Software Products (as defined below);

WHEREAS, Affiliate desires to license from and receive service for the Software Products provided by Vigilant;

THEREFORE, In consideration of the mutual covenants contained herein this Agreement, Affiliate and Vigilant hereby agree as follows:

I.   Definitions:

"CLK" or **"Camera License Key"** means an electronic key that will permit each license of Vigilant's CarDetector brand LPR software or LineUp brand facial recognition software (one CLK per camera) to be used with other Vigilant LPR hardware components and Software Products.

"Effective Date" has the meaning of sixty (60) days subsequent to the date set forth in the first paragraph of this Agreement.

"Software Products" means Vigilant's Law Enforcement & Security suite of Software Products including CarDetector, Law Enforcement Archival & Reporting Network (LEARN), Mobile Companion for Smartphones, Target Alert Service (TAS) server/client alerting package and other software applications considered by Vigilant to be applicable for the benefit of law enforcement and security practices.

"Enterprise License" means a non-exclusive, non-transferable license to install and operate the Software Products, on any applicable media, without quantity or limitation. This Enterprise Service Agreement allows Affiliate to install the Software Products on an unlimited number of devices, in accordance with the selected Service Package(s), and allow benefits of all rights granted hereunder this Agreement.

"Service Package" means the Affiliate designated service option(s) which defines the extent of use of the Software Products, in conjunction with any service and/or benefits therein granted as rights hereunder this Agreement.

"Service Fee" means the amount due from Affiliate prior to the renewal of this Agreement as consideration for the continued use of the Software Products and Service Package benefits according to Section VIII of this Agreement.

"Service Period" has the meaning set forth in Section III (A) of this Agreement.

VS Initials   Affiliate Initials

"Technical Support Agents" means Affiliate's staff person specified in Section X (K)(2) of this Agreement responsible for administering the Software Products and acting as Affiliate's Software Products support contact.

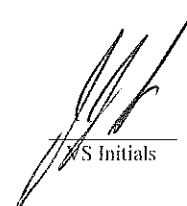## II.   Enterprise License Grant; Duplication and Distribution Rights:

Subject to the terms and conditions of this Agreement, Vigilant hereby grants Affiliate an Enterprise License to the Software Products for the Term provided in Section III below. Except as expressly permitted by this Agreement, Affiliate or any third party acting on behalf of Affiliate shall not copy, modify, distribute, loan, lease, resell, sublicense or otherwise transfer any right in the Software Products. Except as expressly permitted by this Agreement, no other rights are granted by implication, estoppels or otherwise. Affiliate shall not eliminate, bypass, or in any way alter the copyright screen (also known as the "splash" screen) that may appear when Software Products are first started on any computer. Any use or redistribution of Software Products in a manner not explicitly stated in this Agreement, or not agreed to in writing by Vigilant is strictly prohibited.

III.   Term; Termination.

A.   <u>Term</u>. The initial term of this Agreement is for one (1) year beginning on the Effective Date (the "Initial Term"), unless earlier terminated as provided herein. Sixty (60) days prior to the expiration of the Initial Term and each subsequent Service Period, Vigilant will provide Affiliate with an invoice for the Service Fee due for the subsequent twelve (12) month period (each such period, a "Service Period").   This Agreement and the Enterprise License granted under this Agreement will be extended for a Service Period upon Affiliate's payment of that Service Period's Service Fee, which is due 30 days prior to the expiration of the Initial Term or the existing Service Period, as the case may be. Pursuant to Section VIII below, Affiliate may also pay in advance for more than one Service Period.

B.   <u>Affiliate Termination</u>. Affiliate may terminate this Agreement at any time by notifying Vigilant of the termination in writing thirty (30) days prior to the termination date, and deleting all copies of the Software Products. If Affiliate terminates this Agreement prior to the end of the Initial Term, Vigilant will not refund or prorate any license fees, nor will it reduce or waive any license fees still owed to Vigilant by Affiliate. Upon termination of the Enterprise License, Affiliate shall immediately cease any further use of Software Products.   Affiliate may also terminate this agreement by not paying an invoice for a subsequent year's Service Fee within sixty (60) days of invoice issue date.

C.   <u>Vigilant Termination</u>. Vigilant has the right to terminate this Agreement by providing thirty (30) days written notice to Affiliate. If Vigilant's termination notice is based on an alleged breach by Affiliate, then Affiliate shall have thirty (30) days from the date of its receipt of Vigilant's notice of termination, which shall set forth in detail Affiliate's purported breach of this Agreement, to cure the alleged breach. If within thirty (30) days of written notice of violation from Vigilant Affiliate has not reasonably cured the described breach of this Agreement, Affiliate shall immediately discontinue all use of Software Products and certify to Vigilant that it has returned or destroyed all copies of Software Products in its possession or control. If Vigilant terminates this Agreement prior to the end of a Service Period for no reasonable reason, and not based on Affiliate's failure to cure the breach of a material term or condition of this Agreement, Vigilant shall refund to Affiliate an amount calculated by multiplying the total amount of Service Fees paid by Affiliate for the then-current Service Period by the percentage resulting from dividing the number of days remaining in the then-current Service Period, by 365.

VS Initials   Affiliate Initials

IV.   Warranty and Disclaimer; Infringement Protection; Use of Software Products Interface.

A.   Warranty and Disclaimer. Vigilant warrants that the Software Products will be free from all Significant Defects (as defined below) during the term of this Agreement (the "Warranty Period"). "Significant Defect" means a defect in a Software Product that impedes the primary function of the Software Product. This warranty does not include products not manufactured by Vigilant. Vigilant will repair or replace any Software Product with a Significant Defect during the Warranty Period; *provided, however,* if Vigilant cannot substantially correct a Significant Defect in a commercially reasonable manner, Affiliate may terminate this Agreement and Vigilant shall refund to Affiliate an amount calculated by multiplying the total amount of Service Fees paid by Affiliate for the then-current Service Period by the percentage resulting from dividing the number of days remaining in the then-current Service Period, by 365. The foregoing remedies are Affiliate's exclusive remedy for defects in the Software Product. Vigilant shall not be responsible for labor charges for removal or reinstallation of defective software, charges for transportation, shipping or handling loss, unless such charges are due to Vigilant's gross negligence or intentional misconduct. Vigilant disclaims all warranties, expressed or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose. In no event shall Vigilant be liable for any damages whatsoever arising out of the use of, or inability to use, the Software Products. The initial warranty term shall not begin until after completion of the initial training and the City has formally accepted the installation and implementation of all purchased systems.

B.   Infringement Protection. If an infringement claim is made against Affiliate by a third-party in a court of competent jurisdiction regarding Affiliate's use of any of the Software Products, Vigilant shall indemnify Affiliate, and assume all legal responsibility and costs to contest any such claim. If Affiliate's use of any portion of the Software Products or documentation provided to Affiliate by Vigilant in connection with the Software Products is enjoined by a court of competent jurisdiction, Vigilant shall do one of the following at its option and expense within sixty (60) days of such enjoinment: (1) Procure for Affiliate the right to use such infringing portion; (2) replace such infringing portion with a non-infringing portion providing equivalent functionality; or (3) modify the infringing portion so as to eliminate the infringement while providing equivalent functionality.

C.   Use of Software Products Interface. Under certain circumstances, it may be dangerous to operate a moving vehicle while attempting to operate a touch screen or laptop screen and any of their applications.   Vigilant is not liable for any accident caused by a result of distraction such as from viewing the screen while operating a moving vehicle.

V.   Software Support, Warranty and Maintenance.

Affiliate will receive technical support by submitting a support ticket to Vigilant's company support website or by sending an email to Vigilant's support team. Updates, patches and bug fixes of the Software Products will be made available to Affiliate at no additional charge, although charges may be assessed if the Software Product is requested to be delivered on physical media. Vigilant will provide Software Products support to Affiliate's Technical Support Agents through e-mail, fax and telephone.

VI.   Camera License Keys (CLKs).

Affiliate is entitled to use of the Software Products during the term of this Agreement to set up and install the Software Products on an unlimited number of media centers within Affiliate's agency in accordance with selected Service Options. As Affiliate installs additional units of the Software Products and connects them to LPR cameras, Affiliate is

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required to obtain a Camera License Key (CLK) for each camera installed and considered in active service. A CLK can be obtained by Affiliate by going to Vigilant's company support website and completing the online request form to Vigilant technical support staff. Within two (2) business days of Affiliate's application for a CLK, Affiliate's Technical Support Agent will receive the requested CLK that is set to expire on the last day of the Initial Term or the then-current Service Period, as the case may be.

VII. Ownership of Software.

A. <u>Ownership of Software Products</u>. The Software Products are copyrighted by Vigilant Solutions and remain the property of Vigilant Solutions. The license granted under this Agreement is not a sale of the Software Products or any copy. Affiliate owns the physical media on which the Software Products are installed, but Vigilant Solutions retains title and ownership of the Software Products and all other materials included as part of the Software Products.

B. <u>Rights in Software Products</u>. Vigilant Solutions represents and warrants that: (1) it has title to the Software and the authority to grant license to use the Software Products; (2) it has the corporate power and authority and the legal right to grant the licenses contemplated by this Agreement; and (3) it has not and will not enter into agreements and will not take or fail to take action that causes its legal right or ability to grant such licenses to be restricted.

VIII. Service Package, Fees and Payment Provisions.

A. <u>Service Package.</u> This Enterprise License Agreement is based on one (1) of the three (3) following Service Package Options. Please select one (1):

Please 'Check' One (1) Option

<u>Service Package - Basic LPR Service Package:</u>

☐
- Vigilant Managed/Hosted LPR server LEARN Account
- Access to all Vigilant Software including all upgrades and updates
- Unlimited user licensing for the following applications:
  - o LEARN, CarDetector and TAS

<u>Service Package - Option # 1 – Standard LPR Service Package:</u>

■
- All Basic Service Package benefits
- Unlimited use of CarDetector – Mobile Hit Hunter (CDMS-MHH)
- Unlimited use of Vigilant's LPR Mobile Companion smartphone application

<u>Service Package - Option # 2 – 'Piece of Mind' Service Package:</u>

☐
- All Service Package # 1 benefits
- Unlimited use of Vigilant's 'Protection Alert' Hot-List data service
- Unlimited use of Vigilant's 'NVLS' Hot-List data service

B. <u>Service Fee.</u> Payment of each Service Fee entitles Affiliate to all rights granted under this Agreement, including without limitation, use of the Software Products for the relevant Service Period, replacement of CLKs, and access to the updates and releases of the Software Products and associated equipment driver software to allow the

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Software Products to remain current and enable the best possible performance. The annual Service Fee due for a particular Service Period is based on the number of current Vigilant issued CLK's at the time of Service Fee invoicing, and which will be used by Affiliate in the upcoming Service Period. A schedule of annual Service Fees is shown below:

Annual Service Fee Schedule (multiplied by number of CLK's Issued)	
Total # of CLK's under this ESA	1 or more CLK
Basic Service	$350.00
Standard (Option # 1)	$575.00

Payment of the Service Fee is due thirty (30) days prior to the renewal of the then-current Service Period. All Service Fees are exclusive of any sales, use, value-added or other federal, state or local taxes (excluding taxes based on Vigilant's net income) and Affiliate agrees to pay any such tax.

B. **Advance Service Fee Payments.** Vigilant Solutions will accept advanced Service Fee payments on a case by case basis. If Affiliate makes advanced Service Fee payments to Vigilant Solutions, advanced payments to Vigilant Solutions will be applied in full to each subsequent Service Period's Service Fees until the balance of the credits is reduced to a zero balance. System based advanced credits shall be applied to subsequent Service Fees in the amount that entitles Affiliate continued operation of the designated camera unit systems for the following Service Period until the credits are reduced to a zero balance.

C. **Price Adjustment.** Vigilant has the right to increase or decrease the annual Service Fee from one Service Period to another; *provided, however,* that in no event will a Service Fee be increased by more than the greater of (i) 10% of the prior Service Period's Service Fees, and (ii) the published rate of inflation in the United States for the prior year then ended. If Vigilant intends to adjust the Service Fee for a subsequent Service Period, it must give Affiliate notice of the proposed increase on or before the date that Vigilant invoices Affiliate for the upcoming Service Period.

IX. Miscellaneous.

A. **Limitation of Liability.** IN NO EVENT SHALL VIGILANT SOLUTIONS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES INCLUDING DAMAGES FOR LOSS OF USE, DATA OR PROFIT, ARISING OUT OF OR CONNECTED WITH THE USE OF THE SOFTWARE PRODUCTS, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF VIGILANT SOLUTIONS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. IN NO EVENT WILL VIGILANT SOLUTIONS'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE FEES PAID BY AFFILIATE TO VIGILANT SOLUTIONS FOR THE SOFTWARE PRODUCTS LICENSED UNDER THIS AGREEMENT.

B. **Confidentiality.** Affiliate acknowledges that Software Products contain valuable and proprietary information of Vigilant Solutions and Affiliate will not disassemble, decompile or reverse engineer any Software Products to gain access to confidential information of Vigilant Solutions.

C. **Assignment.** Neither Vigilant Solutions nor Affiliate is permitted to assign this Agreement without the prior written consent of the other party. Any attempted assignment without written consent is void,

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D. **Amendment; Choice of Law.** No amendment or modification of this Agreement shall be effective unless in writing and signed by authorized representatives of the parties. This Agreement shall be governed by the laws of the state of Arizona without regard to its conflicts of law. The parties agree that either the United States District Court of Arizona or the Maricopa County Superior Court are the proper venue for any disputes that may arise related to this agreement.

E. **Complete Agreement.** This Agreement constitutes the final and complete agreement between the parties with respect to the subject matter hereof, and supersedes any prior or contemporaneous agreements, written or oral, with respect to such subject matter.

F. **Relationship.** The relationship created hereby is that of contractor and customer and of licensor and Affiliate. Nothing herein shall be construed to create a partnership, joint venture, or agency relationship between the parties hereto. Neither party shall have any authority to enter into agreements of any kind on behalf of the other and shall have no power or authority to bind or obligate the other in any manner to any third party. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Each party hereto represents that it is acting on its own behalf and is not acting as an agent for or on behalf of any third party.

G. **No Rights in Third Parties.** This agreement is entered into for the sole benefit of Vigilant Solutions and Affiliate and their permitted successors, executors, representatives, administrators and assigns. Nothing in this Agreement shall be construed as giving any benefits, rights, remedies or claims to any other person, firm, corporation or other entity, including, without limitation, the general public or any member thereof, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries, property damage, or any other relief in law or equity in connection with this Agreement.

H. **Construction.** The headings used in this Agreement are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement. Any term referencing time, days or period for performance shall be deemed calendar days and not business days, unless otherwise expressly provided herein.

I. **Severability.** If any provision of this Agreement shall for any reason be held to be invalid, illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, such provision shall be construed so as to make it enforceable to the greatest extent permitted, such provision shall remain in effect to the greatest extent permitted and the remaining provisions of this Agreement shall remain in full force and effect.

J. **Federal Government.** Any use, copy or disclosure of Software Products by the U.S. Government is subject to restrictions as set forth in this Agreement and as provided by DFARS 227.7202-1(a) and 227.7202-3(a) (1995), DFARS 252.227-7013(c)(1)(ii) (Oct 1988), FAR 12.212(a)(1995), FAR 52.227-19, or FAR 52.227 (ALT III), as applicable.

K. **Right to Audit.** Affiliate, upon thirty (30) days advanced written request to Vigilant Solutions, shall have the right to investigate, examine, and audit any and all necessary non-financial books, papers, documents, records and personnel that pertain to this Agreement and any other Sub Agreements.

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L.   **Notices; Authorized Representatives; Technical Support Agents.** All notices, requests, demands, or other communications required or permitted to be given hereunder must be in writing and must be addressed to the parties at their respective addresses set forth below and shall be deemed to have been duly given when (a) delivered in person; (b) sent by facsimile transmission indicating receipt at the facsimile number where sent; (c) one (1) business day after being deposited with a reputable overnight air courier service; or (d) three (3) business days after being deposited with the United States Postal Service, for delivery by certified or registered mail, postage pre-paid and return receipt requested. All notices and communications regarding default or termination of this Agreement shall be delivered by hand or sent by certified mail, postage pre-paid and return receipt requested. Either party may from time to time change the notice address set forth below by delivering 30 days advance notice to the other party in accordance with this section setting forth the new address and the date on which it will become effective.

Vigilant Solutions, Inc.	**Affiliate:**	City of Tempe
Attn: Sales Administration	Attn:	Mark Regester
2021 Las Positas Court - Suite # 101	Address:	20 East 5th Street
Livermore, CA 94551		Tempe, AZ 85281

M.   **Authorized Representatives; Technical Support Agents.** Affiliate's Authorized Representatives and its Technical Support Agents are set forth below (Last Page). Affiliate's Authorized Representative is responsible for administering this Agreement and Affiliate's Technical Support Agents are responsible for administering the Software Products and acting as Affiliate's Software Products support contact. Either party may from time to time change its Authorized Representative, and Affiliate may from time to time change its Technical Support Agents, in each case, by delivering 30 days advance notice to the other party in accordance with the notice provisions of this Agreement.

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IN WITNESS WHEREOF, the parties have executed the Agreement as of the Effective Date.

Manufacturer: Vigilant Solutions, Inc.

Authorized Agent: Joseph L. Harzewski III

Title: Vice President of Sales

Date: 7 - 15 - 13

Signature: *Joseph L. Harzewski III*

Affiliate Organization: City of Tempe

Authorized Agent: Mark W. Mitchell

Title: Mayor

Date: July 30, 2013

Signature: *Mark W. Mitchell*

Mark W. Mitchell, Mayor

Enterprise Service Agreement

Contact Information Worksheet

Please complete the following contact information for your Vigilant Solutions Enterprise License program.

Enterprise License Agreement Holder			
Company / Agency Name:	City of Tempe		
Company / Agency Type:	Municipal Police Department		
Address:	120 East 5th Street		
	Tempe, Arizona 85281		
Primary Contact			
Name:	Mark Regester		
Title:	Project Manager	Phone:	480-350-8853
Email:	Mark_Regester@tempe.gov		
Supervisor Information			
Name:	Kevin Renwick		
Title:	Sergeant	Phone:	480-350-2780
Email:			
Financial Contact (Accounts Payable)			
Name:	Miyoung Kim		
Title:	Senior Budget and Financial Analyst	Phone:	480-350-8358
Email:			
Technical Support Contact # 1			
Name:	Parul Handa		
Title:	Business Analyst	Phone:	480-350-8729
Email:	Parul_Handa@tempe.gov		
Technical Support Contact # 2			
Name:	Todd Arjes		
Title:	Business Analyst	Phone:	480-350-2760
Email:	Todd_arjes@tempe.gov		

For questions or concerns, please contact Vigilant Solutions' sales team:

sales@vigilantsolutions.com

1-925-398-2079

From:	Bill Quinlan <bill.quinlan@vigilantsolutions.com>
Sent:	Monday, June 10, 2013 7:26 AM
To:	Greene, Michael
Subject:	Vigilant Solutions - Best and Final Offer to RFP 13-102
Attachments:	Vigilant BAFO Letter_RFP#13-102.docx; Community Protection Program MOU (3).DOCX.DOCX

Michael,

Please find attached the Vigilant Solutions response letter to your Best and Final request for RFP #13-102. In addition, attached is the Memorandum of Understanding related to the Community Protection Program, which is referenced in the response letter.

Feel free to contact me to address any additional questions you may have. Please confirm receipt of this email.

Thanks,
Bill Quinlan
National Sales Manager
+1 (312) 925-8160

Protecting Officers, Families and Communities

www.vigilantsolutions.com

This message (including any attachments) contains confidential information intended for a specific individual and purpose, and is protected by law. If you are not the intended recipient, you should delete this message. Any disclosure, copying, or distribution of this message, or the taking of any action based on it, is strictly prohibited.

June 10, 2013

City of Tempe
Attn: Michael Greene - Procurement Officer
20 E. Sixth Street 2nd Floor
Tempe, AZ 85281

Re: Request for Best and Final Offer to RFP 13-102 for Mobile Automated License Plate Recognition (ALPR) Systems

Dear Mr. Greene:

Thank you for the opportunity to provide a best and final offer to RFP #13-102. Below are our responses to your questions:

1. If the City of Tempe chooses the vendor hosted model, Vigilant will include items 9A and 9B at no additional charge for the first two years of service. After year two, should the City of Tempe wish to continue with the services offered in 9A and 9B, Vigilant commits to a price not to exceed $25,000 annually for the next three (3) years. We believe access to our Private LPR Data, as well as our NVLS Tier II Service will greatly benefit the City of Tempe, but please note that there is no requirement for the City of Tempe to purchase these services after year two.

2. Vigilant will provide one (1) full day of training focused on operations as well as administration. Vigilant will also provide a ½ day follow up session approximately 3 months after the initial training session as an administration refresher. Typically there is a fee for this service. Vigilant will include the ½ day of administration refresher at no charge for the City of Tempe.

3. For every ten (10) ALPR systems purchased by the City of Tempe, Vigilant will provide one (1) spare replacement ALPR system at no charge. Vigilant will maintain ownership of the replacement ALPR system. The spare ALPR system will be used when a City of Tempe ALPR system is removed from service for repair. When the repaired unit is returned to service, the spare ALPR system will need to be removed from service until needed to replace an ALPR system in for repair. For the initial purchase of 5 ALPR systems, Vigilant will include one (1) spare ALPR system. When the number of ALPR systems purchased by the City of Tempe exceeds ten (10), Vigilant will supply an additional replacement ALPR system at no charge.

4. The Community Protection Program will provide to the City of Tempe five (5) 2-camera Mobile ALPR systems at no cost. There will be no hosting fees related to these systems. Repairs for these systems will be covered by Vigilant. For the initial implementation, Vigilant will limit the number of Mobile ALPR systems under the program to five (5). If the program is successful, Vigilant will consider adding additional Mobile ALPR systems under the Community Protection Program. Additional details on the program can be found in the Community Protection Program Memorandum of Understanding, included as a separate file.

5. The pricing that was included in the Vigilant response to RFP #13-102 was our best pricing available. Our approach to the RFP was to provide a solution that addresses the needs of the City of Tempe, showcasing the depth and breadth of Vigilant, all at the lowest price possible. Vigilant believes the comprehensive proposal, including the ALPR systems, access to LEARN, Mobile Companion for Smartphones, Mobile Hit Hunter, with access to two (2) years of Private LPR Data and two (2) years of NVLS Tier II Service, is an offering that is unmatched by any other ALPR provider. For your reference, our offer is restated below:

ITEM NO.	DESCRIPTION OF REQUIRED MATERIAL, SERVICE OR CONSTRUCTION	QTY	UNIT	UNIT PRICE	EXTENDED PRICE
	Firms shall price the ALPR products to include all freight and installation costs and functionality as described in the Scope of Work section. The City plans to initially outfit a combination of patrol and unmarked vehicles (5 vehicles) with mobile ALPR products.				
Hardware for Mobile ALPR System					
1.	Pricing for a two (2) camera mobile ALPR system in accordance with specifications to include delivery, set-up, installation, one-year warranty (Training Quoted Below – See Line Item 1-3A) Mfg. and Model Offered: Vigilant Solutions – CarDetector Warranty Term: Standard One Year	1	EA	$ 12,350.00	$ 12,350.00
		1	EA	EAD	-$1,850.00
		1	EA	$10,500.00	$10,500.00
		Early Adopter Discount (EAD) available with initial purchase only, applied to a maximum of ten (10) ALPR Systems, as a one-time offer.			
2.	Pricing for a three (3) camera mobile ALPR system in accordance with specifications to include delivery, set-up, installation, one-year warranty (Training Quoted Below – See Line Item 1-3A) Mfg. and Model Offered: Vigilant Solutions – CarDetector Warranty Term: Standard One Year	1	EA	$ 14,350.00	$ 14,350.00
		1	EA	EAD	-$2,150.00
		1	EA	$12,200.00	$12,200.00
		Early Adopter Discount (EAD) available with initial purchase only, applied to a maximum of ten (10) ALPR Systems, as a one-time offer.			
3.	Pricing for a four (4) camera mobile ALPR system in accordance with specifications to include delivery, set-up, installation, one-year warranty (Training Quoted Below – See Line Item 1-3A) Mfg. and Model Offered: Vigilant Solutions – CarDetector Warranty Term: Standard One Year	1	EA	$ 16,350.00	$ 16,350.00
		1	EA	EAD	-$2,450.00
		1	EA	$13,900.00	$13,900.00
		Early Adopter Discount (EAD) available with initial purchase only, applied to a maximum of ten (10) ALPR Systems, as a one-time offer.			

1-3 A Training	One Training Session – End User application use for server and system client – includes training of all software modules. Available for an unlimited number of attendees – One full day training including in class and field exercises; plus ½ day Administration training approximately 3 months after the initial training. Price is per occurrence.	1	EA	$ 2,450.00	$ 2,450.00

Extended Warranty Options

4.	Pricing for annual extended warranty/maintenance contract for hardware (2-camera system)	1	Year	$ 1,000	$ 1,000
5.	Pricing for annual extended warranty/maintenance contract for hardware (3-camera system)	1	Year	$ 1,500	$ 1,500
6.	Pricing for annual extended warranty/maintenance contract for hardware (4-camera system)	1	Year	$ 2,000	$ 2,000

Software Licensing/Support

7	Annual Software Licensing/Support Fee for City-Hosted Solution				
7-A.	Hardware Server for up to 15 Mobile LPR Systems (Includes Operating Systems and Database Application)	1	EA	$6,500.00	$6,500.00
7-B.	Purchase of Server software (LEARN)	1	EA	$10,500.00	$10,500.00
7-C.	Software Warranty & Maintenance for server (LEARN)	1	Year	$4,500.00	$4,500.00
8.	Indicate if a catalog discount or specific pricing is available for purchasing additional ALPR products including fixed and portable systems that may be acquired at a future date. Catalog Name_____ Discount Percent: _____	This is Not Available				
9A.	List out any additional items that will be required to fully delivery and furnish the products as specified. Vigilant has presented in this RFP all that is required for the City of Tempe to meet its goals. One way to further LPR LEA practices for Tempe PD would be to utilize Vigilant's Private LPR Data services which will be made available with this RFP at no charge for a period of two (2) years. This is a Value of $50,000 – Attachment #4 'Private LPR Data Service'	2	Year	$25,000.00	$ Free full data access for two (2) years with selection of Vigilant as Contract award recipient

9B.	List out any additional items that will be required to fully delivery and furnish the products as specified.	10	Year	$1,500.00	$ Free full data access for two (2) years with selection of Vigilant as Contract award recipient
	Another way to further LPR LEA practices for Tempe PD would be to utilize Vigilant's NVLS Tier II service which will be made available with this RFP at no charge for five (5) Tempe PD users for a period of two (2) years. This is a Value of $15,000 – See attachment #3 'NVLS Tier II Service'				
10.	Provide optional pricing for annual software maintenance and support using Vendor-Hosted/Cloud solution	Below			
10-A.	Full LPR Data Hosting via secure National LPR data server. This includes a full software warranty and maintenance program for all Vigilant applications use by client: LEARN, CarDetector (fixed or mobile) & Target Alert Service with an unlimited user license for each	1	Year	$500.00 Per LPR Camera	$500.00 Per LPR Camera
		1	EAD	-$150.00 Per LPR Camera	-$150.00 Per LPR Camera
		1	Year	$350.00 Per LPR Camera	$350.00 Per LPR Camera
		Early Adopter Discount (EAD)			
10-B.	All benefits of Option 10-A plus: 1) Unlimited user license for the LEARN Mobile Companion for Smart Phones; and 2) unlimited use of the CarDetector - Mobile Hit Hunter Criminal Location Intelligence service	1	Year	$725.00 Per LPR Camera	$725.00 Per LPR Camera
		1	EAD	-$150.00 Per LPR Camera	-$150.00 Per LPR Camera
		1	Year	$575.00 Per LPR Camera	$575.00 Per LPR Camera
		Early Adopter Discount (EAD)			
Inter-Agency Integration					
11.	Describe any and all costs that would be applicable for integrating the Mobile ALPR solution with surrounding municipalities.				
		Please see attachment #2 titled 'LPR Data Sharing'			

Portable ALPR System					
12.	Provide costs for providing a portable "speed trailer/ALPR" portable unit. Describe systems hardware and functionality that would be included with system.	1	Ea. (1-Camera)	$ 12,580.00	$ 12,580.00
	Please see attachment #5 titled 'Self-Contained Fixed LPR Camera Kit'	1	Ea. (2-Camera)	$ 15,580.00	$ 15,580.00
Existing ALPR System Trade In					
13.	Offer the price to provide a new mobile ALPR system in exchange for each of the City's existing ALPR Systems.	1	Ea.	$ 7,175.00	$ 7,175.00
		Up to three (3) ALPR systems trade ins allowed Valid w/ award of five (5) new systems Trade ins to be fully functional w/ all components			

We appreciate the opportunity to respond to your request for a Best and Final Offer to RFP #13-102 for Mobile Automated License Plate Recognition (ALPR) Systems for the City of Tempe. Should you require any additional information or clarification, please do not hesitate to contact me. We look forward to deploying our ALPR solution in the City of Tempe.

Sincerely,

Bill Quinlan

Vigilant Solutions
National Sales Manager
312-925-8160
bill.quinlan@vigilantsolutions.com

Community Protection Program
Memorandum of Understanding

This Memorandum of Understanding (MOU) represents a mutual understanding between **Vigilant Solutions Inc. (Vigilant)** and The **Law Enforcement Agency (Agency)** concerning their collective objectives regarding the 'Community Protection Program' public safety enhancement program.

Definitions:

"Law Enforcement Agency (Agency)" means a law enforcement agency or other applicable governmental agency that has expressed interest in the 'Community Protection Program' LPR program sponsored by Vigilant.

"Mobile LPR System (MLPRS)" means Vigilant's combination software/hardware LPR system, a customized solution that enables automated reading and "Hot-List" matching of car license plates passing through LPR video cameras connected to Vigilant provided CarDetector software.

"LEARN Server" means Vigilant's Law Enforcement Archival Reporting Network server application, installed on Vigilant's National LPR server residing in the Washington DC metro area.

"Hot-List" means an electronic list of target vehicle license plates to be loaded within the MLPRS so that the MLPRS can .ert operators when the MLPRS has scanned such target vehicle. Each Hot-List record will include as a minimum: 1) vehicle license plate #; 2) vehicle state of registration; and 3) warrant type.

Term of MOU:

Execution of this MOU entitles your Agency to receive multiple MLPRS provided to your Agency by Vigilant at no charge. Your Agency bears no financial responsibility for the MLPRS with regards to acquisition costs, maintenance costs, software update costs or any other costs. Your Agency only needs to install the MLPRS software application (CarDetector) within existing agency Mobile Data Computers (MDC), and hardware residing within designated Agency patrol vehicle(s). In order to allow for important hotlists to be loaded into the MLPRS, it needs to be connected via internet broadband card from the MDC to Vigilant's LEARN Server. All LPR vehicle scan data acquired by the MLPRS shall be automatically uploaded to a specific LEARN Server account managed your Agency and all Hot-List files loaded to your agency's LEARN Server account will be automatically synchronized with the MLPRS provided to you.

Among the most important understandings of this MOU is that your Agency agrees to make 'best efforts' towards utilizing MLPRS for the purposes of acting on your jurisdiction's enforceable warrants using existing or supplementary personal as your resources permit. No required additional staffing is required. ALPR runs effectively in the background and in support of your usual mission tasks. This program is being made available through a Vigilant sponsored private-public cooperation wherein the outstanding warrant redemption/settlement and the associated statutory 3rd party collection fees fund the ¬vailability of the MLPRS for your agency. Nothing within this MOU should be construed as an attempt to influence your .gency's policy with regards to how outstanding warrants are processed or in any other way unduly influence your Agency's public safety mission. Your Agency is not liable to meet any specific targets or operational goals with the MLPRS provided. However, Vigilant, as the provider of the program equipment, may provide notice of program "wind-down" to your Agency if, during any 60 day period of the program, there are not at least an average of 25 warrant settlements per

MLPRS system per month. In our experience, this is a very minimal metric with agencies accomplishing this level of success with less than a contact per day. This is an important aspect of the program that needs to be understood; your Agency has no commitments but, if there are not enough warrant settlements made as a result of the program, the program may be subject to termination by Vigilant so that the public safety benefit might be transferred to another participating Agency wherein the activities of warrant enforcement are a better match to the Agency's mission.

Agency Understandings and Objectives:

The following are the key objectives of the Agency:
- Your Agency shall sign and execute this Vigilant MOU, to be returned to Vigilant
- Your Agency shall be willing to receive and, if requested by Vigilant, return the MLPRS equipment provided by Vigilant
- Your Agency shall complete the following within (10) days of receiving the MLPRS:
    o Schedule installation of the MLPRS Kit with Vigilant certified technician (provided by Vigilant)
    o Installation of the MLPRS software onto your Agency provided patrol vehicle MDCs
    o Agency MDC's used for this program are required to have broadband internet connectivity
    o Connection of the MLPRS to the designated LEARN Server account
- Your Agency shall put forward 'best efforts' to enforce MLPRS alerted Hot-List matches against the Vigilant provided Hot-List with a goal of twenty five (25) warrant redemption/settlements per month per MLPRS
- If required, your Agency will assist Vigilant in accessing your State's DMV data in order to validate that warrant Hot-List license plates being issued to the MLPRS are up-to-date and adequately accurate

Vigilant Obligation:

The following are the key obligations of Vigilant:
- Vigilant will provide MLPRS Kit to your Agency including all required system software and hardware components (less the required MDC for each MLPRS unit) plus associated product documentation
- Vigilant will deliver the designated MLPRS components to the designated Agency address
- A Vigilant certified technician will schedule both on-site and after-visit telephone support in order to assist in the startup of your MLPRS as is required based on your agency's expertise
- Vigilant, in conjunction with your jurisdiction's 3rd party collection firm, will provide a Hot-List containing valid 'C' class warrants indexed by active motor vehicle registrations from within your jurisdiction
- Vigilant will make available to your Agency a standard LEARN Server account and support its use throughout the warrant redemption period, including Agency designated Hot-List management and general LPR use

MLPRS Kit Deliverables:

Vigilant will provide the following contents for each MLPRS:
- Vigilant's CarDetector mobile LPR software
- Two mobile LPR cameras, GPS receiver & Power stabilizer
- Digital Signal Processing Unit (DSP) w/ required stand alone wiring harness and cabling
- Single point power wiring kit via cigarette lighter and/or direct to battery connection
- No permanent changes to vehicle electrical systems are required nor does the system draw excessive power

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Agency Hardware Provisions:

Your Agency shall make available the following hardware components for each MLRPS evaluated:
- Mobile Data Computer Unit (MDC)
  - Windows XP or Windows 7 Operating System
  - Core 2 Duo 2.0 GHz processor w/ 4GB SDRAM or greater
  - Wireless communication device (802.11, Cellular, or Broadband)

LEARN Server:

Vigilant shall provide your Agency with hosted access to the National LPR LEARN Server

- Vigilant shall provide access credentials to your Agency for use of the LEARN Server
- Vigilant shall grant one (1) LEARN Server 'Agency' account for your Agency
- Vigilant shall grant up to one (1) LEARN Server User account per MLPRS for your Agency
- Vigilant technical support staff shall be granted access to the LEARN Server account in order to measure warrant redemption/settlement progress by querying the account for all LPR hits against the Vigilant provided Hot-List
- No LPR data acquired by your Agency's MLPRS systems will be made available to any 3rd party non-law enforcement organization, company and/or entity without the direct written consent of your Agency's representative

Ownership and Termination:

The MLPRS remains the property of Vigilant. The hardware and software components are owned by and titled to Vigilant. This MOU does not constitute sale of any piece, part or portion of the MLPRS contents. Vigilant retains title and ownership of the software and hardware components related to the MLPRS and all other materials included as part of the MLPRS package.

The MOU shall commence once executed until terminated. Either party, Vigilant or your Agency, may terminate this MOU for its convenience, and in its sole discretion, by providing thirty (30) days prior written notice of termination. Upon termination of this MOU your Agency will immediately cease all use of MLPRS and will return MLPRS to Vigilant. No financial commitment by your agency is required to participate in this program and participation has a zero fiscal impact on your agency for acquisition and a positive effect on collections of outstanding warrant and fines due your sponsoring level of government.

in the event of program termination, and by way of your Agency providing written request to Vigilant, your Agency will be given a copy of all LPR data acquired by program issued MLPRS in standard XML format.

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Authorization:

IN WITNESS WHEREOF, Vigilant the Agency have caused this MOU to be signed on the date set forth below and be effective on the last date specified below.

Provider:	Vigilant Solutions, Inc.	Agency:	_____
Authorization:	Joseph L. Harzewski III	Officer:	_____
Title:	Vice President of Sales	Title:	_____
Date:	_____	Date:	_____
Signature:	_____	Signature:	_____

Address Correspondence about this document to:
Joe Harzewski - Vice President of Sales
Tel: 818-915-8085 / Fax: 925-398-2113
Email: joe.harzewski@vigilantsolutions.co

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Vigilant 'Community Protection Program' Client Contact Form

City: _____ Law Enforcement Agency: _____

Provide number of requested MLPRS: _____

Agency Contact

Person whom will function as the main Agency contact for Vigilant regarding the 'Community Protection Program'.

Name/Position _____
Department _____
Address _____
Telephone _____ **Fax** _____
E-mail _____

Site Technical / Integrator / Representative

Person who will receive technical support and install 'Community Protection Program' MLPRS unit(s).

Name _____
Dept. _____
Telephone _____
Fax _____
E-mail _____

Return to: Vigilant Solutions, Inc.   Phone: 925-398-2079
                2021 Las Positas Court Suite # 101   Fax: 925-398-2113
                Livermore, CA 94551

Support Email: support@vigilantsolutions.com

Sales Email: sales@vigilantsupport.com

Request for Proposal 13-102

Mobile Automated License Plate Recognition (ALPR) Systems

Response Offered by:

Vigilant Solutions

VIGILANT
SOLUTIONS

April 10, 2013

Request for Proposal 13-102

Mobile Automated License Plate Recognition (ALPR) Systems

Response Offered by:

Vigilant Solutions

April 10, 2013

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Executive Letter from Vigilant Solutions

From the Desk of: Bill Quinlan
April 10, 2013

City of Tempe
Attn: Michael Greene - Procurement Officer
20 E. Sixth Street 2nd Floor
Tempe, AZ 85281

Re: Vigilant Solutions Executive Summary

Dear Mr. Greene:

Thank you for the opportunity to respond to the City of Tempe's Request for Proposal 13-102 for Mobile Automated License Plate Recognition (ALPR) Systems. Please accept this submission on behalf of Vigilant Solutions as our formal response. We are committed to providing the City of Tempe with our best practices and industry standard knowledge. We recognize the enormous responsibility placed on the City of Tempe for such an endeavor and fully appreciate the duties and efforts put forward in the spirit of protecting, responding, and uncovering the acts that impact the City of Tempe's safety and security.

Vigilant, based in Livermore California, is quickly approaching the position as the largest LPR vendor in the industry. Today we are recognized as the most innovative and fastest growing LPR technology provider in North America. Unlike any other LPR vendor, Vigilant offers a comprehensive enterprise 'Total Solution' package with key unique components including: 1) a Hosted/Managed server solution; 2) a national data sharing service commercially available to US based Law Enforcement; 3) provisions for access to large volumes of 3rd party privately acquired LPR data; and 4) a robust plan for the maintenance and upkeep of invested monies which is aimed at stretching their use beyond traditional spending methods. While other vendors offer scenarios for interoperability and data sharing via disparate servers, Vigilant is the only vendor that has commercially delivered data sharing services and interoperability to its clientele nationwide.

Based on the following points and successful accomplishments in the US based LPR market, we strongly encourage the City of Tempe to consider Vigilant as its preferred LPR partner:

- *Proprietary Technology* - Only Vigilant delivers 100% company developed technology without the use of any third party Algorithms, Optical Character Recognition (OCR) libraries, or software code

- *LPR Data Hosting* - Only Vigilant has deployed a nation-wide hosted LPR server restricted to use by Law Enforcement Only - today housing over 800,000,000 LPR data records (Vehicle Locations)

- *Data Sharing for Interoperability* - Vigilant has been an industry pioneer in the area of data sharing amongst Law Enforcement Agencies (LEAs) throughout the US and has specifically architected its enterprise server (LEARN) to stand as the stalwart leader in its class - this includes service delivery of Agency LPR data records to other 3rd part data application owned and managed by the client Agency, therefore making best use of the LPR data

- *Nation-wide LPR Fleet* - Only Vigilant currently maintains a nationwide fleet of mobile LPR vehicles on a 24/7 "always operational" basis that spans across a breath of fifty (50) major US metro areas

- *National Vehicle Location Service (NVLS)* - Only Vigilant has amassed a nation-wide dataset of unique LPR scans that currently provides service to over 20,000 Law Enforcement Officers country wide. NVLS has become the most valuable LEA assets in the LPR industry, available to all US based Law Enforcement Officers

- **_Data Fusion_** - Vigilant is spearheading the fusion of comprehensive investigative report data with registered owner LPR vehicle locations - largely composed of extensive data algorithms that combine the massive LPR data records with public records, therefore providing a new fusion center enhancements

- **_Mobile Phone LPR App_** - Vigilant's innovative approach to the LPR market has resulted in the first US law enforcement mobile phone application for Android and iPhone smartphones – this innovative hand-held LPR tool extends the monies spent with Vigilant outward to a field officers nationwide

Other vendors may suggest their product offering is superior on the basis that they've been 'doing it longer'. What is not shared by those vendors is that Vigilant's innovation comes from its investment into a software development team that dominates each competitor by almost 10:1 in manpower and expertise.

We are confident your team will find Vigilant to be the most innovative product technology provider. We have superior technical support and development personnel capable of aiding the City of Temp in achieving its LPR mission.

Thank you for this opportunity to voice our feedback. We're certain a complete review of our response will enlighten your team to specification items of concern and to Vigilant's evolving LPR technology. We strive to ensure our efforts continue to build country wide enforcement practices resulting in a strengthened pursuit to preserve national security - our mission is simple: To become your trusted partner in protecting people and assets.

We look forward to providing and deploying our ALPR solution in the City of Tempe. Should you require any additional information not provided in this response, please feel free to contact us.

Sincerely,

Bill Quinlan

Vigilant Solutions
National Sales Manager
312-925-8160
bill.quinlan@vigilantsolutions.com

Introduction/Background

Brief history of company including official name, location of office(s), year founded, market focus, etc:

Vigilant was founded in 2005. Vigilant is a leader in advanced imaging and analytic technologies including Automated License Plate Recognition (ALPR). Vigilant has been providing advanced imaging software products for private, commercial and governmental applications since its foundation in 2005. Vigilant offers industry leading products in the ALPR market as well as Video Analytics products to a broad base of customers at the local, State & National levels.

Vigilant originated from the race in the 1990's to produce advanced imaging systems to support the microchip industry. Founder Shawn Smith recognized an opportunity to re-purpose this technological expertise in efforts to enhance officer and community safety while providing needed law enforcement intelligence to combat broader issues such as narcotics trafficking and terrorism.

Vigilant is headquartered in Livermore, California and is incorporated in the state of Delaware. In addition to its headquarters office in Livermore, Vigilant has remote offices throughout North America. Vigilant employs in excess of 100 people, with the vast majority being directly involved in Research & Development and Engineering. Vigilant works through a network of channel partners and resellers around the world.

Vigilant is an innovator on many fronts. With a significant and capable R&D staff, Vigilant has introduced many industry firsts and exclusives in the ALPR market including a Hosted ALPR offering with national coverage, a national ALPR data sharing initiative that leverages the power of ALPR data harvested from commercial entities for the benefit of law enforcement, mobile device applications for ALPR. Vigilant's approach results in better value via products that more directly meet customer's needs and also address problems that are not met by other products in the marketplace.

Number of years the firm has been in business:

Vigilant has been in business since 2005.

Number of years firm has been selling and supporting ALPR products similar to the products proposed:

Vigilant has been providing advanced imaging software products for private, commercial and governmental applications since its foundation in 2005.

Provide a brief overview of the products being offered:

CarDetector Mobile LPR from Vigilant is an advanced mobile LPR solution designed from the officer's perspective. Large buttons, visual system status indicators, scrolling plate history and even a Day/Night mode to eliminate brightness in the vehicle during nighttime operations make for the most user-friendly interface on the market. CarDetector Mobile LPR provides users up to four (4) dual-lens LPR cameras, an onboard Digital Signal Processor (DSP), and advanced imaging and recognition algorithms to provide the most advanced and accurate mobile LPR available.

Include information that would support the general success of the company in (percent of market share, industry achievements, total number of public safety agencies for both Arizona and U.S. using products, etc.):

More than 200 public safety agencies in the U.S. utilize the Vigilant ALPR systems. In addition, Vigilant shares its LPR

data from our national LPR data server with more than 3,000 public safety organizations in the U.S, serving more than 30,000 U.S. based law enforcement personnel. Our industry achievements include:

- Largest LPR / ANPR data-sharing initiative in North America – over 1 Billion records
- First to offer hosted LPR / ANPR solution for law enforcement
- Public records integrations in over 20 U.S. States
- First to offer LPR / ANPR on a smart phone – Android and iPhone
- First to offer facial recognition on a smart phone
- First to offer LPR / ANPR data harvested from commercial sources for law enforcement intelligence and analytic purposes
- First to offer hosted facial recognition solution complete with jail booking photos and public record facial images from Crimestopper websites and other sources
- Integrated interoperability via LPRD / NEIM protocol
- Proven success integrating with all major LPR / ANPR competitive systems

Vendor's Offer - Form 201-B (RFP)

It is required that Offeror complete, sign and submit the original of this form to the City Procurement Office with the proposal response. An unsigned "Vendor's Offer", late proposal response and/or a materially incomplete response will be considered nonresponsive and rejected.

Offeror is to type or legibly write in ink all information required below.

Company Name: Vigilant Solutions

Company Mailing Address: 2021 Las Positas Court, Suite #101

City: Livermore

State: CA   Zip: 94551

Contact Person: Bill Quinlan   Title: National Sales Manager

Phone No.:312-925-8160   FAX: 925-398-2113   E-mail: bill.quinlan@vigilantsolutions.com

Company Tax Information:

Arizona Transaction Privilege (Sales) Tax No.:   N/A   or

Arizona Use Tax No.:   N/A

Federal I.D. No.:   81-0660957

City & State Where Sales Tax is Paid: Livermore   ,   CA
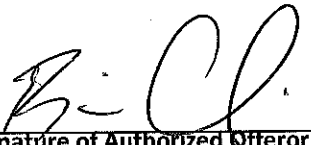
If a Tempe based firm, provide Tempe Transaction Privilege (Sales) Tax No.:   N/A

THIS PROPOSAL IS OFFERED BY

Name of Authorized Individual (TYPE OR PRINT IN INK) Bill Quinlan

Title of Authorized Individual (TYPE OR PRINT IN INK) National Sales Manager

REQUIRED SIGNATURE OF AUTHORIZED OFFEROR (MUST SIGN IN INK) By signing this Vendor's Offer, Offeror acknowledges acceptance of all terms and conditions contained herein and that prices offered were independently developed without consultation with any other Offeror or potential Offeror. In accordance with A.R.S. 35-393, et seq., the Offeror hereby certifies that it does not have scrutinized business operations in Iran or Sudan. Failure to sign and return this form with proposal response will be considered nonresponsive and rejected.

Signature of Authorized Offeror   Date 4/10/13

System Offered

he In-Car portion – CDMS ALPR Hardware Description:

The Vigilant mobile 'in-car' ALPR hardware and software application is a friendly and easy to install ALPR system. The benefits of the CarDetector ALPR system both meets and exceeds the scope of this RFP. It is the intention of this section to provide details regarding the validity of the product in terms of the architecture, features, benefits, and required components. The actual In-Car ALPR application consists of the following key elements:

The ALPR camera; Digital Signal Processor (DSP) unit; CarDetector Mobile System (CDMS) software; Mobile Data Computer (MDC); Wireless MDC connectivity.

The Vigilant camera is nitrogen filled to prevent moisture and other types of ingress. It comes with a single point of wiring connection for video, camera communication and power, all incorporated into a military grade quick disconnect amphenol connector. The mounting bracket is a standard RAM ball mount for easy aiming. It comes with a magnet for temporary mounting, or may be adapted to most commercially available light bars.

Amphenol Connector

RAM Ball Mount

Nitrogen Fill Port
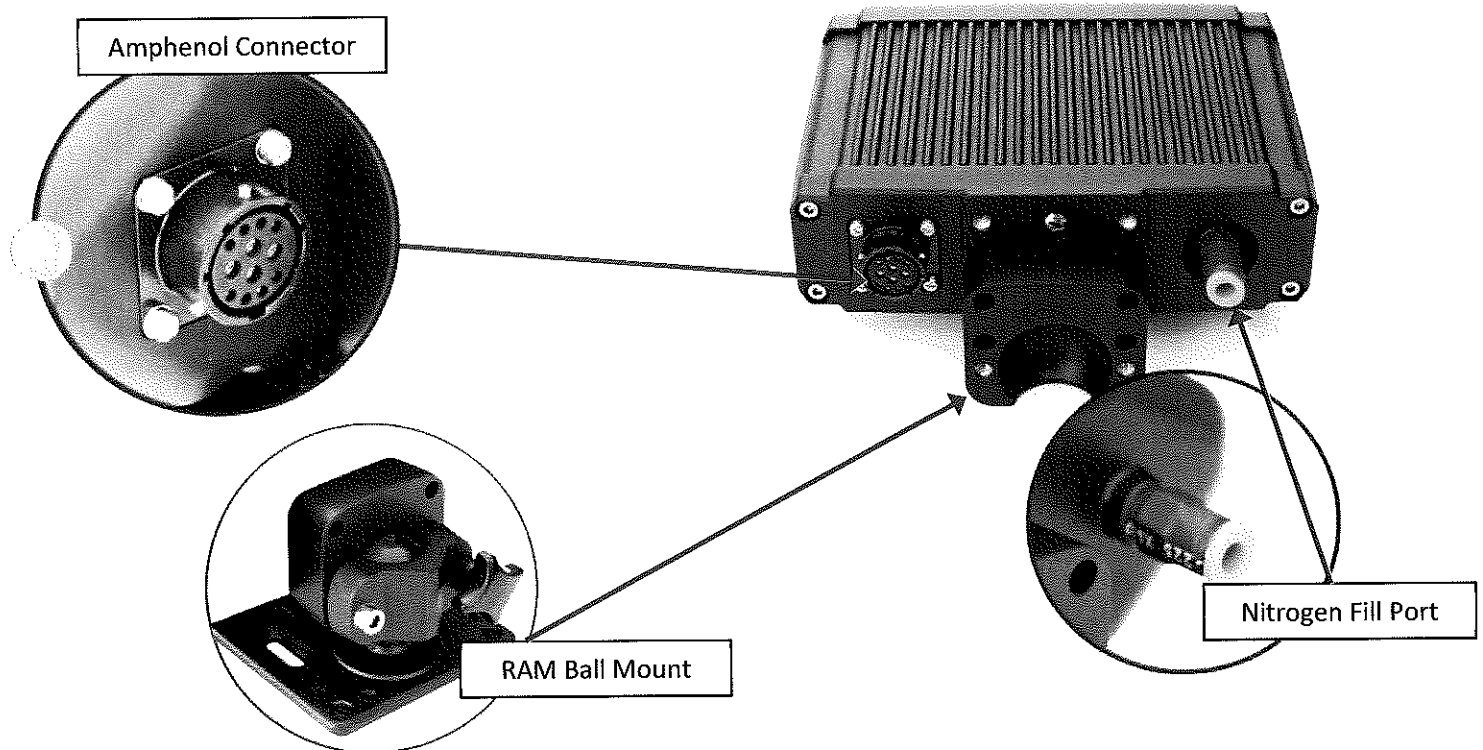
The DSP unit called the 'Condor' has four (4) internal DSP units, one dedicated to each LPR camera for up to four LPR cameras per vehicle and runs on a Linux platform. There are limited requirements with regards to mounting positions within the vehicle as there are no moving part.

Beyond the LPR camera and processor units, the Vigilant LPR system includes a Society of Automotive Engineers (SAE) compliant wiring harness (compliant for in-car wiring systems standard SAE J-1128), a power conditioner to stabilize LPR system voltage, a 'kill' switch for safety and a fuse panel to protect the system from DC in-car amperage spikes, and a Garmin GPS unit for Geo-Location record components.

In-car software

The CarDetector software installs on a standard Mobile Data Computer (MDC) provided by the End User client. Once installed on the MDC unit, the CarDetector software operates as a client application and communicates with the LPR processing Condor DSP unit. Video analysis is executed by the DSP unit and LPR data is made available on the MDC through the main CarDetector Graphical User Interface (GUI):
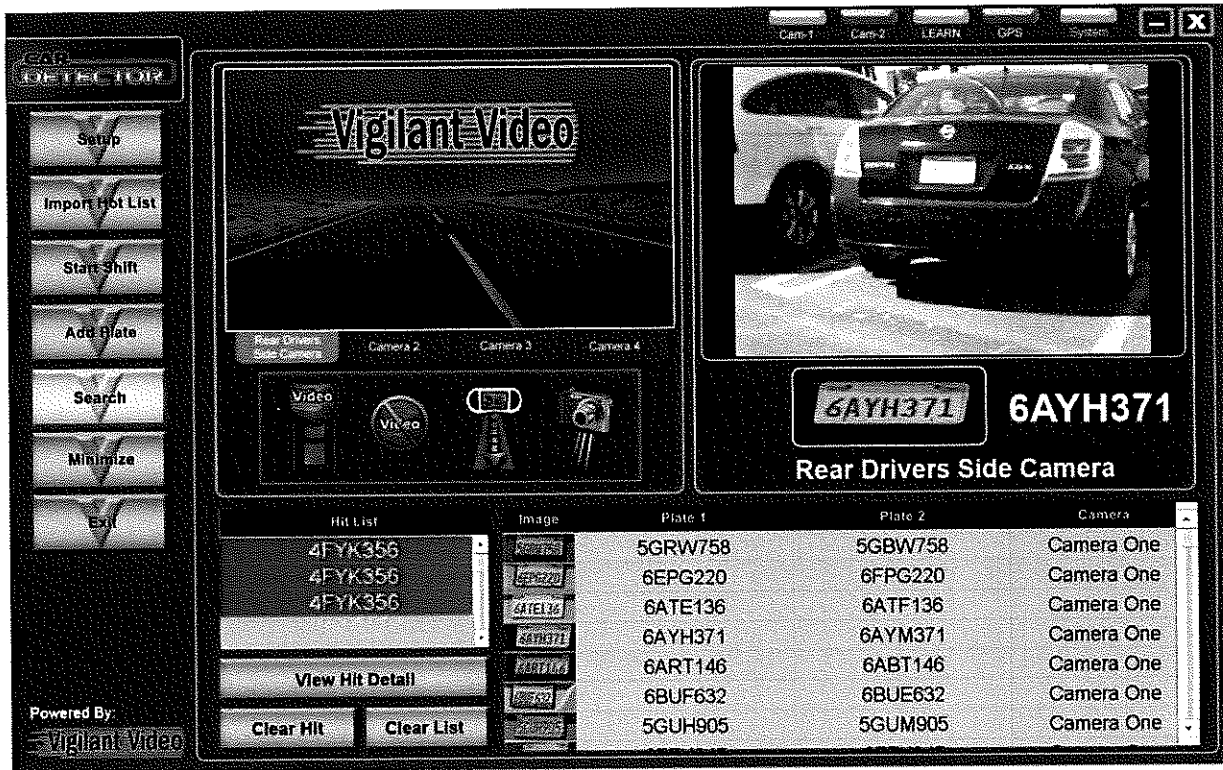
The GUI provides a very intuitive interface for all user operations. The GUI is fully compliant with touch screen technologies allowing for easy operation in a mobile environment. The control buttons are clear and concise. A new operator of the system can be an efficient operator in minimal time.

The Camera Navigation Bar allows for an aiming window and 'Snap Shot' utility for 'On Demand' images from the LPR cameras – record important field evidence which meets the requirement outlined within this RFP. Additionally, there is a camera aiming guide so that the user may ensure that all the cameras are aimed correctly and that all the cameras are functioning correctly.

CarDetector Software – Alerts

LEARN manages and dispatches all Hot-List records to the CarDetector In-Car LPR system. When a Detection is matched to a Hot-List records, the user is alerted both visually and audibly, and all Detection and Hot-List information populates to the alert notification (Hit) popup window:
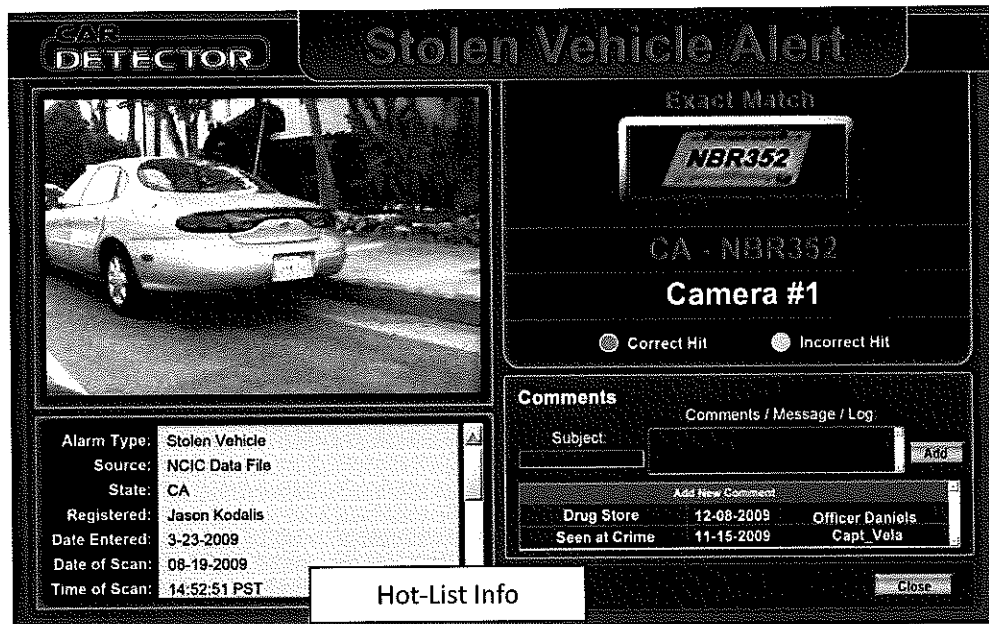
Hot-List Info

If a closer look at the images is desired, the operator may double click on any image for a full screen view:
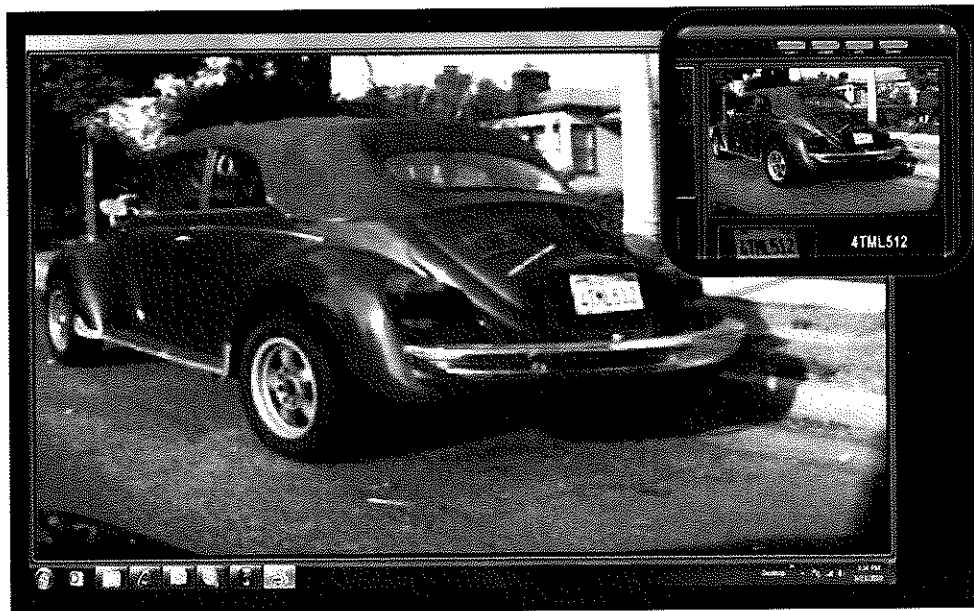
CarDetector Software – Adding In-Field Hot-List Records

CarDetector allows for operators to enter complete Hot-List records directly into CarDetector. The records are then dispatched to LEARN and re-distributed to all other LPR systems including additional Fleet vehicles. This allows for an officer to send a Hot-List record to the entire fleet of CarDetector mobile LPR systems by the click of a single button which is the Add Plate tab found on the left side of the main GUI.

Add Hot-List Record

License Plate #: ABC123 State: CA
Vehicle Owner: John Doe
Alarm Type: Armed and Dangerous   Add New Alarm
Alarm Priority: High Level

Add Comments to Record
Subject: Suspicious   Comments / Message / Log: Vehicle seen each Friday evening at approximately 7:00 PM near 7-11 on 5th Street.

Add Additional Hot-List Fields
Title / Field Entry
Vehicle Make: Dodge
Vehicle Model: Black
Driver Color: White / Caucasian
Enter Details - Notes; Case #; Suspect Info; etc.

Expire After: 96 Hours / Days

Distribute Hot-List: This Vehicle Only / All Agency LPR Systems

Add Hot Plate   Close

Distribute Hot-List: This Vehicle Only / All Agency LPR Systems

Add Hot Plate   Close

Send Hot-List Records to All LPR systems at the Click of a Single Button

Since the Vigilant LPR system communicates bi-directionally with the LEARN server in real time, officers are able to instantly add license plate Hot-List Records from the Car Detector application in the car. The added information is instantly distributed to other systems for 'Hit' notification.

CarDetector Software – Search Utility

The Search feature allows an officer to search the local In-Car database (MySQL) for Detections, Hot-List, and Hit records. This provides In-Car record management and allows the operators a variety of flexibility including manual plate checks for inclusion on a specific Hot-List.

Search LPR Records

Search Options
License Plate #:
Record Type: Detection
Match Type:
Partial Plate:
Record Volume: Last 50 Records
Execute Search

Plate Number: 5YAD559
Detected
Latitude: 34.146726   Date: 09-13-2010
Longitude: -118.388854   Time: 03:40:07 PM PST

Search Return   (32 Records)
Plate Number	Date	Record
4MGW512	09-13-2010	Detection
4WRM987	09-13-2010	Detection
5YAD559	09-13-2010	Detection
4TML512	09-13-2010	Detection

Comments   Comments / Message / Log
Subject:
Add
Close   Location

Nearest Address

License Plate #: 4TML512

Scan Date: 09-13-2010
Scan Time: 03:03:41 PM PST

| Nearest Address: | 4249 Colfax Ave Los Angeles CA 91604 |
| Nearest Intersection: | Colfax Ave Valley Spring Ln |

Disclaimer: The address listed above is ONLY an estimate.

Close

When a Detection or Hit record is queried, a 'Location' button will allow the operator to query LEARN for the 'Nearest Address' and nearest intersection. This eliminates the step of determining a location based solely on the latitude and longitude coordinates which is typical of other ALPR systems offered today.

All other data such as Hits and Hot-List Records may be queried from the Search Utility:

CarDetector Hot-List Record

CarDetector Hit Record

CarDetector Software – Set Up

he CarDetector Set Up is intuitive and for the most part automated. It is designed for the novice LPR user to quickly navigate and ensure the system is well managed. The main points of configuration include: 1) Camera/DSP units, 2) Audio & Popup Alerts, 3) OCR Detection, 4) Database 'Clean' up, and 5) LEARN Connection:

Camera Naming and DSP Network Connection (DSP is Auto-Detected)
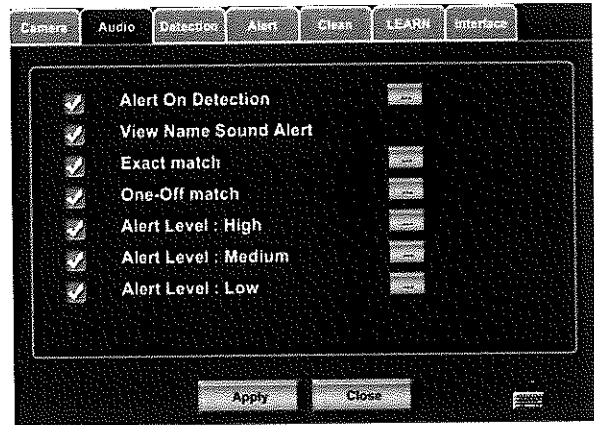
Audio Alert Selections
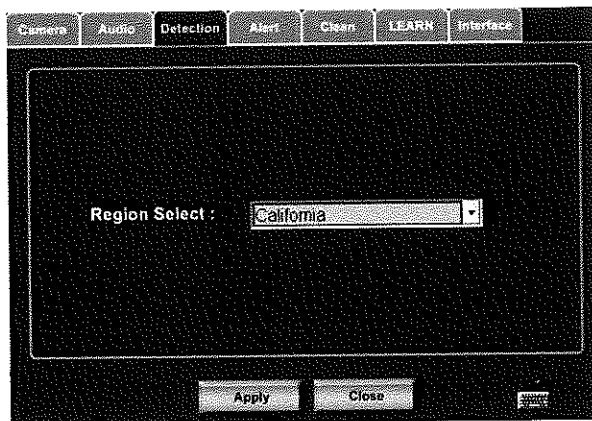
Optical Character Recognition (OCR) Profile by Stat
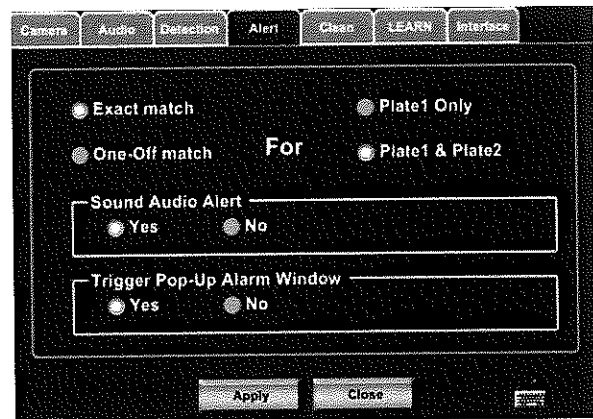
Alert Matrix for Controlled Notifications
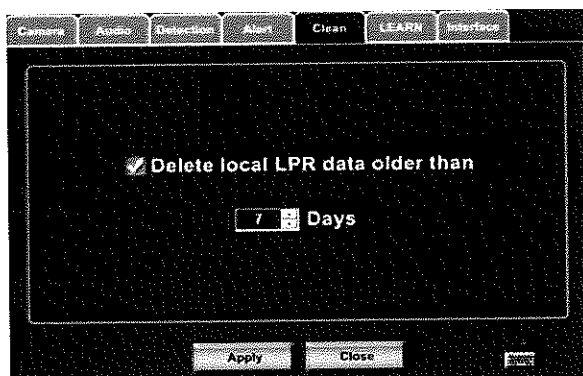
Set Duration of Records storage in the Local Database
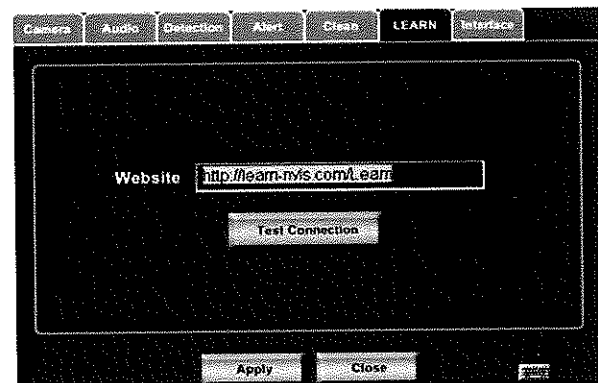
Connection to LEARN (TCP/IP Protocol – Automated)

Additionally, the GUI may be set to either 'Day' or 'Night' mode for easier viewing depending on Conditions:
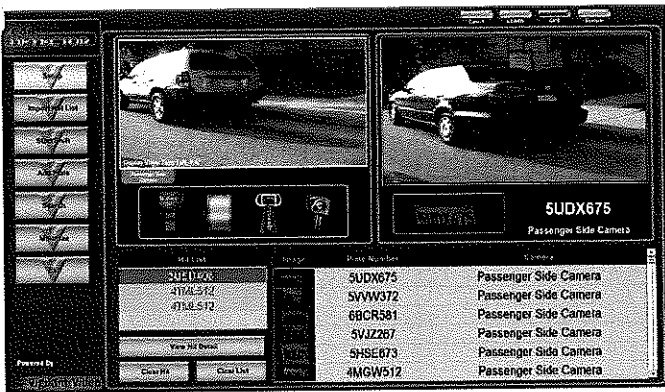
Main GUI - Day Mode
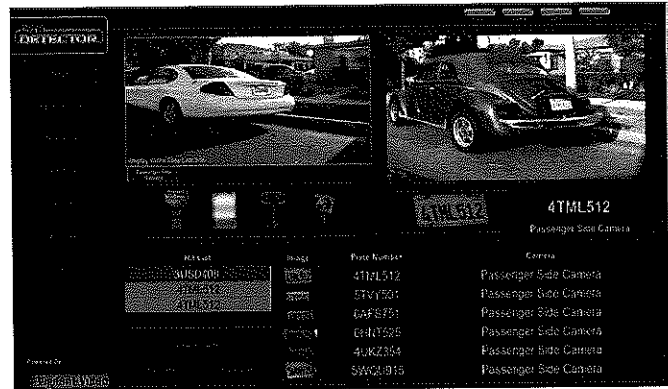
Main GUI – Night Mode

CarDetector Software – Diagnostics and Operational Conditions

The CarDetector LPR software has several 'Status Light' indicators that are used as visuals to communicate the status of the In-Car system to the operator.

The 'Status Lights' reflect status of all components within the system
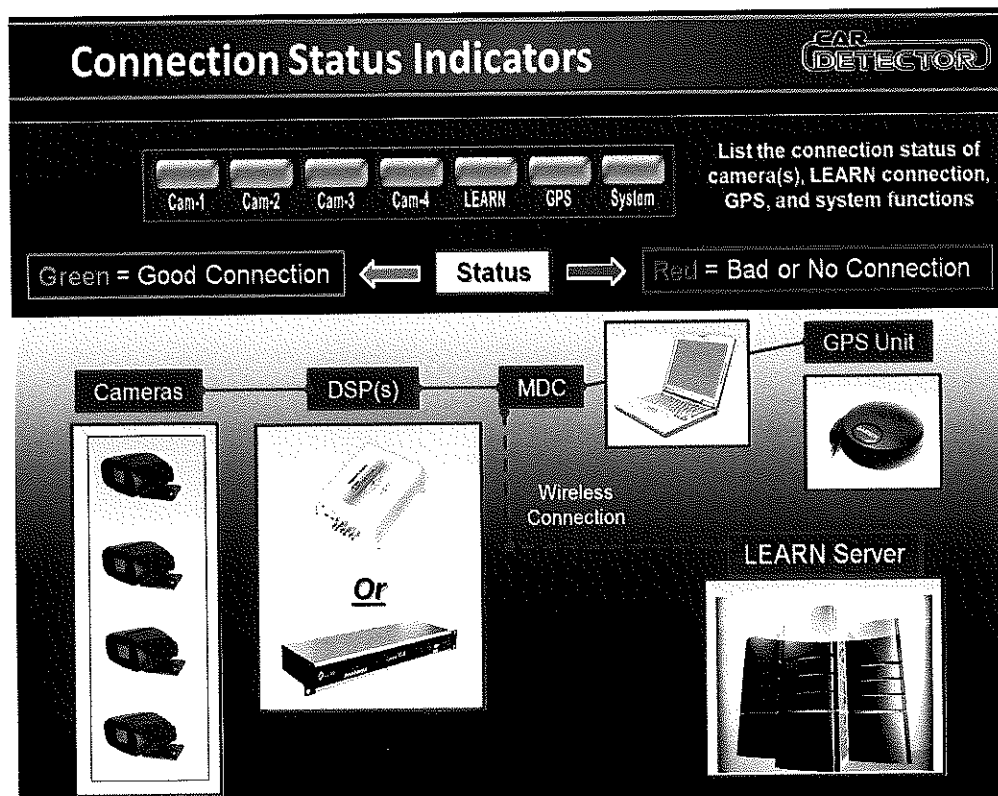
Status Lights relay status of Cameras, DSPs, GPS Unit, and LEARN Connection

Hosted/Managed Server Access

Law Enforcement Archival Reporting Network (LEARN) via Vigilant's National Law Enforcement hosted program - The following describes Vigilant's win-win managed/hosted LPR server proposition:

- *No Additional Cost* - LPR data hosting and national LPR data sharing is provided to all LEA customers
- No Need to install and integrate another server with DIT: The hosted/managed LEARN server is safe, secure and resides in an FBI audited data center alongside other LEA servers managed by qualified ORIs
- No Need to manage and maintain another piece of hardware: Centralized data hosting will greatly reduce required upfront costs of server hardware integral to generally accepted LPR technology practices
- Requires no maintenance or upkeep fees to be paid by the end user: Future LPR technology costs are significantly reduced by utilizing the centralized hosted/managed national LEARN server including:
  o Elimination of ongoing costs associated with server maintenance
  o Reduction of IT support requirements
  o Decreased Infrastructure costs regarding bandwidth requirements and network capabilities
- Interoperability made simple: At the election of the end user, all data acquired by the LPR systems may be shared with other US based LEAs via NVLS national LPR data sharing program (www.nvls-lpr.com/nvls)
  o Provides LEAs with data access to Federal, State & Local law enforcement agencies nationwide
- Included as an integral part of the Vigilant Site License Program
- Required for direct compatibility of LPR Smartphone application
- Required for Mobile Hit Hunter extended Private Data Access

As the industry leader, Vigilant is the only LPR provider that can offer an LPR 'data hosting' value proposition. The proposed data hosting LPR server option allows all LEAs to take advantage of a secure, fully managed, hosted server solution utilizing a server application residing in a Class I LEA data facility within the state of Virginia. Many US based LEAs recognize the value of using Vigilant's national "LEARN-NVLS" LPR data server as a "hosted" solution.

LEARN Web Based LPR Server Interface

The Law Enforcement Archival Reporting Network server application (LEARN) is Vigilant's commercially available LPR data management utility. LEARN is a web services based software application that centralizes the functional requirements surrounding the use of LPR systems by multiple LEAs. This enterprise class application provides Agency & User management, LPR data access, automated Hot-List utilities, software update distribution and much more.

Fixed LPR   Wireless Connection to LEARN   **Mobile LPR**
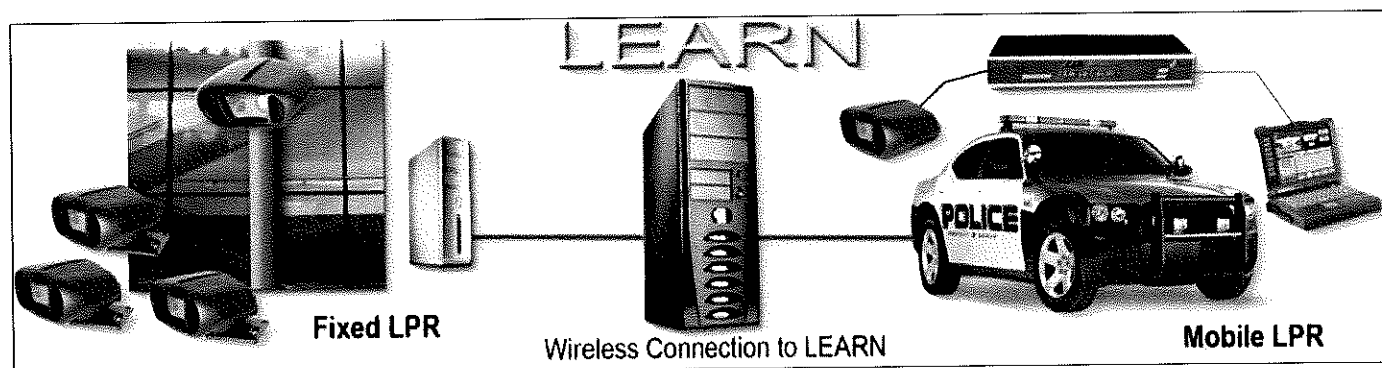
LEARN is a database application that manages LPR data collected by system LPR clients, such as CarDetector LPR software by Vigilant for mobile and/or fixed camera applications. LEARN communicates with each LPR client by way of standard

TCP/IP network protocol. This provides the LPR User with online data and management access via web services (by using a standard Internet browser). Each system client connection establishes a two-way communication service to LEARN, therefore sending all acquired LPR data to LEARN (for storage) and receiving all pertinent Hot-List data and software updates from LEARN. The net result is that each LPR client remains current at all times.

LEARN Hierarchy:

The Administrator account is similar to a typical database administrator account with added LPR system responsibilities. The role of the Administrator can be broken into two parts – managing the technical aspects of the server (maintenance & connections) and setting up Agency accounts for LPR Users. The technical role includes managing LPR client system connections, reviewing and generating dashboard reports, maintaining software updates for all users (administered directly from LEARN), and general server maintenance. The Administrator's Agency setup responsibilities include creating new Agency accounts, assigning Agency Managers (specific User roles), granting sharing rights between Agency accounts (Detections, Hits and Hot-Lists), defining Agency account rules (such as data access and editing permissions), and approval of privileges to ancillary benefits such as Agency Dashboards & Reporting utilities. The Administrator DOES NOT have either data viewing or Hot-List management privileges and CANNOT openly access data managed by other LPR Users of the enterprise system.

The Agency account may be viewed as a group account made up of the LPR Users, managed by an Agency Manager. This account type is intended to isolate the group of LPR Users and allow such Users to function either in connection with other User groups (other Agencies) or as a standalone group with credential driven privacy policies and Administrator assigned permissions. Each Agency account has at least one (or more) Agency Manager that bears the responsibility of managing the LPR User group belonging to the Agency account. This includes creating the Agency Users, managing Hot-Lists, establishing agency data sharing capabilities (once granted by the Administrator), and managing ancillary utilities such as local Agency dashboards and auditing tools.

The User account is assigned to a specific LPR User, typically one who operates LPR field equipment and/or is granted permissions to access LPR data. User accounts are intended to be actionable data access accounts whereby the User can access Detection, Hit & Hot-List records, mapping utilities, and a feature rich suite of LPR data mining tools. Most of the User capabilities are privileges assigned by the Agency Manager, including rights to view their respective data, view all Agency data (all User data), edit data, and manage Hot-Lists.

User permissions, when allowed by the Administrator, may be very extensive:

New User

User Permissions

User Information

Username
Name
Password   Confirm
Address
City   State
Zip   Badge
Phone   Mobile
Email
Description

Allow Password Change

LPR System Use

VV CarDetector

Console Access:
Dashboards   Auditing   Reporting

MAS Access:
MAS Only   Broadcast

Update   Cancel

Detections (LPR data Detection access)

Available Data Sources   View LPR data
                                     Shared by
User   Agency   Private   Shared

View
Edit

Allow all data access Permissions

Add
Remove

Hits (Hot-List / Detection matches):

Available Data Sources   View Hits from   Get Alerts from
                          Hot-Lists Shared by   Hot-Lists Shared by
User   Agency   Private   Shared

View
Get Alerts

Allow all LPR Hit Permissions

Add   Add
Remove   Remove

Hot List Management:

Available Hot-List Sources   View Hot-Lists
                                Shared by
Private   Agency   Shared

View
Upload
Edit

Allow all Hot List Permissions

Add
Remove

The granting of various permissions allows very granular and flexible control regarding individual User and agency member abilities to view/share/edit license plate Detections, Hot-Lists, and lists of Hits – this pertains to both local (Agency acquired) and shared (Inter-Agency data sharing pool) LPR data attributes.

LPR Data:

There are three primary forms of LPR data records managed by LEARN:

1. The LPR Detection Record acquired by the LPR system client
2. The Hot-List of 'Target' vehicles of interest
3. The 'Hit' record – the match or co-joining of a Detection and Hot-List record

LPR Detections

As multiple systems are connected to LEARN for centralizing LPR data records, LEARN serves as a central data repository for LPR Detections and Hit records, and broker's all system client's Hot Lists. LPR data records are stored with the following attributes:

Detections:

- Color Overview / IR images
- Date/Time stamp
- Location Data
- Hot-List 'Hit' information
- User/Camera/System Information
- Nearest address

LPR Hot-Lists

Hot-list is a general term for a list of license plates numbers and additional data regarding the associated vehicles of interest. This additional data may include a wide range of details regarding the associated vehicle and its owner, as well as

the reason and details regarding why and when the entry was added to the Hot-List, and by whom. LEARN can import virtually any Hot-List by matching or establishing a template that maps the various data elements.
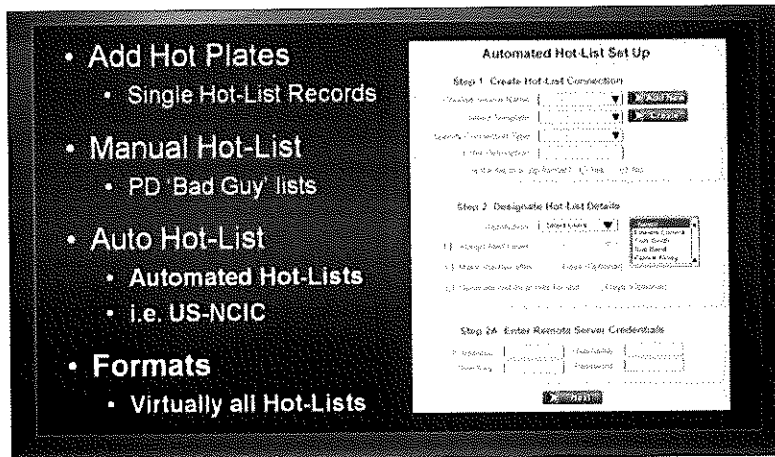
New or updated Hot-List files can be scheduled to occur automatically, on a customizable schedule without any operator intervention. Organizations can create their own Hot-Lists and also utilize Hot-Lists available from other sources such as State or Federal agencies. Once acquired, the new Hot-List is automatically downloaded, LEARN will compare the 'New' file to the 'Old' file and automatically dispatch the Hot-List changes to the in-car CarDetector application. This method of Hot-List management is very effective because ONLY the updated Hot-List changes are sent to the car, therefore conserving Hot-List transfer times by eliminating unnecessary or excessive bandwidth requirements.
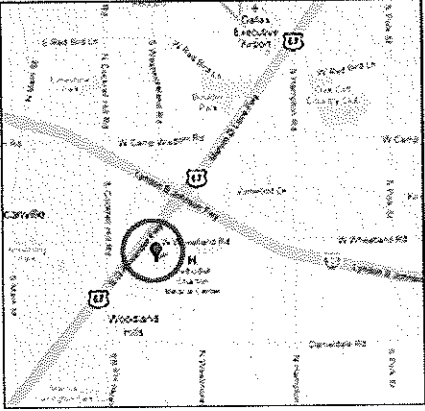
Notifications and alerts are managed based on Hot-List permissions as described above. Users may maintain their own private Hot-Lists, be the only recipient of 'Hit' alerts based on those private Hot-Lists, or maintain fleet/system wide Hot-List for all LEARN Users to enjoy. This means that users are only notified of hits against Hot-Lists for which they have been granted permission.

As an example, a traffic officer operating a CarDetector system in his patrol car would only see pop up alerts in in the car relating to plate matches against Hot-Lists for which he is authorized. Alternatively, the operator might scan plates that match against other Hot-Lists loaded into the system, such as an other user's private Hot-List (think narcotics squad of the department), but not be notified. Instead, the system would notify those individuals authorized for the referenced Hot-List that a plate on their list had been scanned by the traffic officer.

LPR Hits

Hits are a match between the Detection record and the Hot-List record by way of common license plate number.

Powered By:

CAR DETECTOR

Vehicle Images

Vehicle Spotted:
12/16/2009 at 14:33:09 Hours PST

Nearest Address:	7012 W Edgerton Ave
	Milwaukee, WI 53129
Nearest Intersection:	W Edgerton Ave
	S 69th St

Disclaimer: The address listed listed above is ONLY an estimate.

Detection Data

Vehicle Info:		Camera Info:	
Plate # 1	KPZ545	Agency	HoustonArea_PD
Plate # 2	KP2549	User	Sgt. James
Date	12/07/2009	System	Car # 157
Time	11:46:53 PM	Camera	Camera # 7
Longitutde	-106.3014	Type	Mobile
Latitude	31.73949	Server	Local

Hot-List Data

Alarm:		Record Detail:	
Hot Plate	KPZ545	RecordID	KPZ545CA
Alarm	Stolen Vehicle	Date	11/15/209
State	CA	Code	JT7P5
Type	Exact Match	Source	CA-DOJ

| Note 1 |
| Note 2 |
| Note 3 |
| Note 4 |
| Note 5 |
| Note 6 |
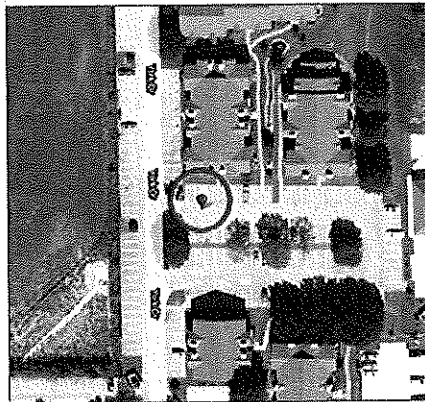
LEARN Data Intelligence Report

LEARN provides exceptionally robust access to search, review, and analyze historical LPR scan data that it has collected from the various systems connected to it. Search criteria includes, but is not limited to:

- Search by User
- Search by System
- Search by Agency
- Search Exact or Partial ('Wild Card') license plate number
- Link other Agency's LEARN servers (linked servers)
- Search by last number of records
- Search by Detection
- Search by Time
- Search with 1-Off Intelligence

Hit searches return all data matching the criteria entered. Clicking on the info button for a single entry brings up details about that Hit. This detail window has buttons to display a map of the location, or to do a lookup of the nearest address to the location where the scan took place.

Subject to user and agency permissions and individual Hot-List assignment, LEARN will issue notifications of Hot-List matches (Hits) automatically via email. In addition, for each new Hot-List entry that is introduced to LEARN, a report is generated and sent to the appropriately assigned officer (assigned by the LEARN administrator). The report indicates all records (with associated locations) of 'Historical' scans. This is referred to by Vigilant as 'Historical Hit' functionality.

Automated Software Updates

Vigilant's software updates are all managed wirelessly by the LEARN server application. When a software update release is available by Vigilant:

1. Vigilant releases LPR software update to customer
2. Customer downloads software update to LEARN
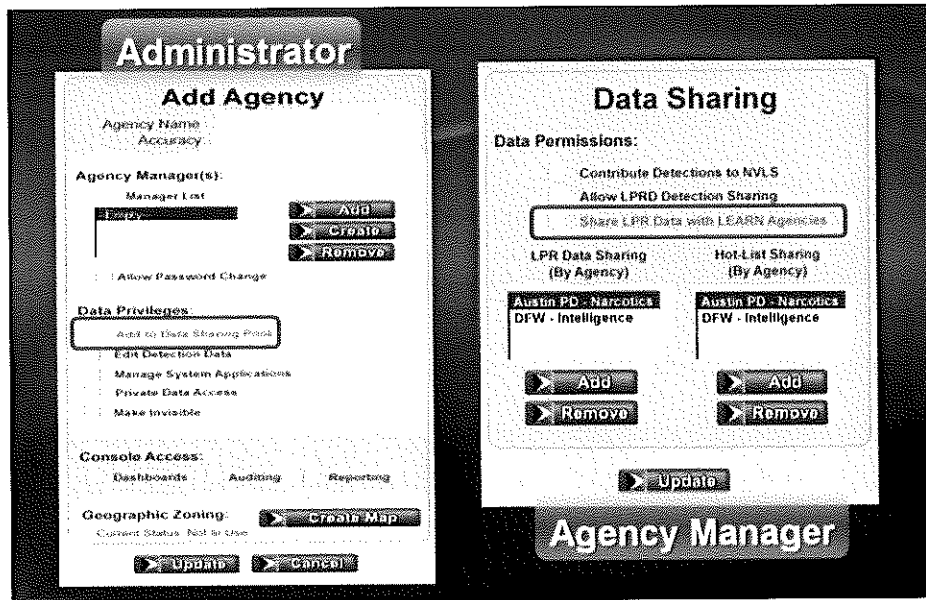3. LEARN dispatches all software updates to the In-Car CarDetector application
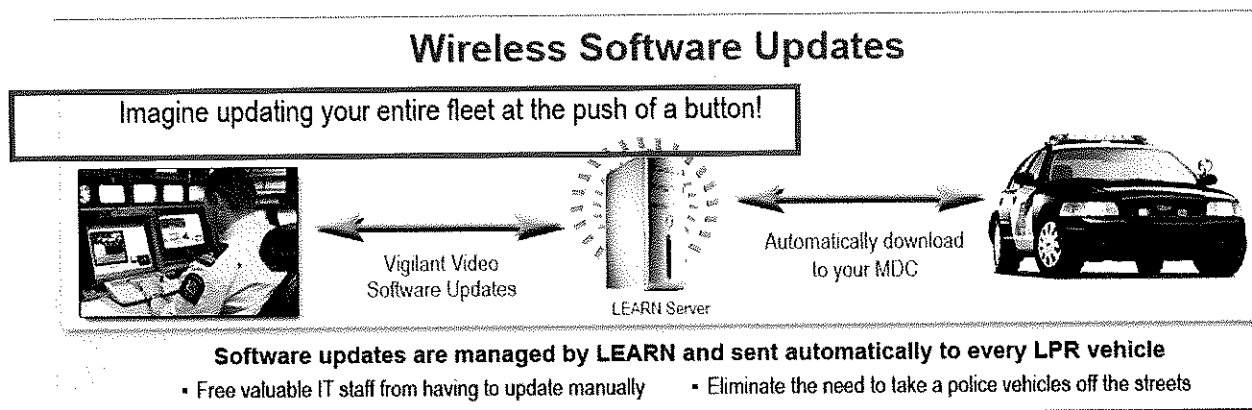
Vigilant sends update files to the assigned system or fleet administrator and dispatch is as easy as:

1. Load update file to LEARN
2. Selects Systems for upgrade
3. Click the 'Distribute' button

Data Sharing with LEARN V.5.0

Vigilant's LEARN server application makes Data sharing of Detections and Hot-List records as easy as 'Point and Click':


The manager of the LEARN Agency may share both Hot-Lists and Detections with any Agency available to share with in the LPR data sharing pool. Agency Managers are afforded the right to share LPR data at the discretion of the system Administrator, who may elect to force the LEARN Agencies to share with one another rather than leaving decision to the Agency Manager.

## Response to 'Compliance with Specifications'

General Requirements

1. The vendor must provide variants of the Optical Character Recognition (OCR) Engine that are tailored/designed for a specific country, state or region of interest.

Vendor Response: Fully Comply – Both the server and in-vehicle software offers the ability to select a state profile or geographic region for operations and proper usage is a quick and easy process:
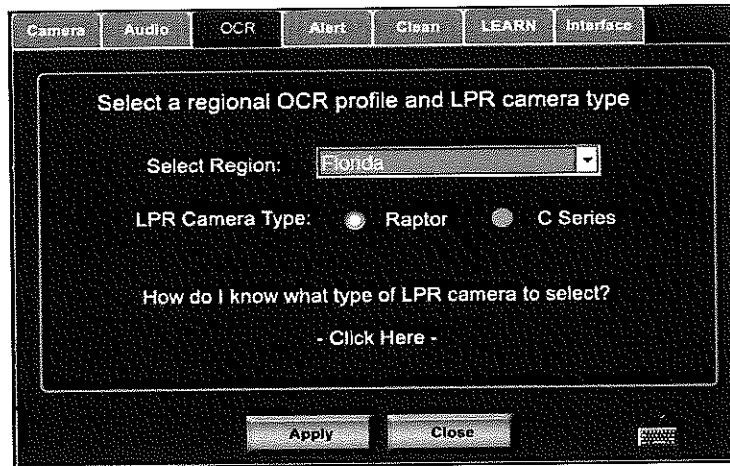
Basic Setting (In-Vehicle client software) - State Profile Adjustment Screen

By doing such the user/operator may select specifically from a number of profiles of intelligence that include license plate construction, character patterns that are integral to the geographic regions, and enhanced OCR engines that aid in the accurate capture of a much larger and diverse region of plates. Further, Vigilant customizes the OCR profile engines to output optimal performance with multiple LPR cameras. Additionally the in-vehicle software offers additional rule sets that allow for advanced calculations. This includes customizing governing plate identifiers such as the sequence of characters and numbers or generally accepted max/min plate number strings:
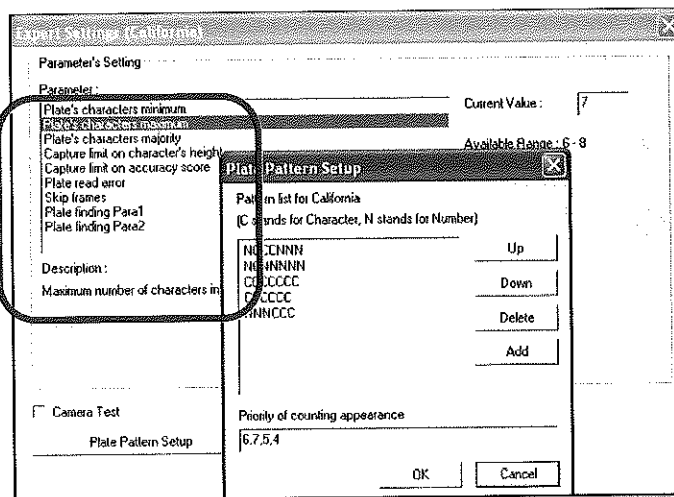
Expert Setting (In-Vehicle client software) - Adjustment Screen

2. As part of the vendor's system maintenance agreement with the customer, Optical Character Recognition (OCR) updates and/or revisions must be reasonably provided to address changes in the state's license plates during the term of the maintenance agreement.
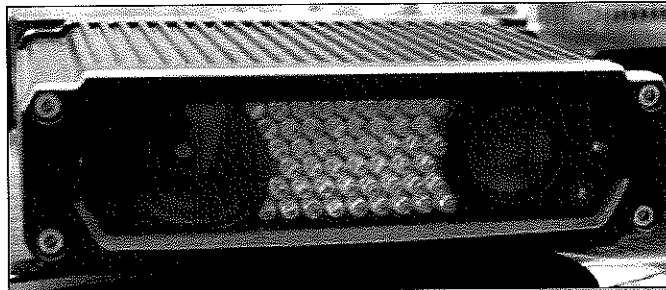
Vendor Response: Fully Comply - Vigilant has 100% intellectual property rights to all of its source code including the Optical Character Recognition algorithms, plate grabbing algorithms, smart phone application source code, and database architecture source code. All Vigilant software is developed by Vigilant personnel and is developed from inception to production without the use of 3rd party contractors. Vigilant maintains no 3rd party software licensing agreements with any manufacturer for any of its core software products. It is through this control of the OCR engine and its development that affords Vigilant the ability to create, manage and deign an OCR engine for each region where cameras are deployed. Should the State of Arizona release a new license plate iteration that requires the creation of a new OCR engine, Vigilant shall provide the updates required to maintain the 92% accuracy for the region.

3.   The system must have the capability to capture vehicle license plates at speeds up to 120 mph with license plate capture and read accuracy rates in excess of 90% for machine readable plates.

Vendor Response: Fully Comply - Vigilant regularly performs a series of rigorous tests that are specifically designed to evaluate any and all new hardware and software application. Before any new software version updates, iterations, or changes are released, both internal and external lab testing is completed to ensure that our client only receives the most accurate OCR engine required to meet the industries current ALPR processing standards and specifications. All tests are conducted in numerous types of scanning scenarios. As a standard practice this includes but is not limited to; Day/ Night, Dawn/Dusk, Clear/Overcast, Rain/Snow and Cold/Hot. In addition to the aforementioned scanning scenarios, Vigilant has also tested its OCR engine at multiple speeds. As of today *__Vigilant is the only LPR Company that has met and exceeded the California Highway Patrol Scanning Standard__* where accuracy requirements were exceeded at speeds in excess of 120 MPH in both day and night scanning scenarios. Further details around this can be provided upon request.

4.   The system must provide effective license plate capture at night with no external lighting required.

Vendor Response: Fully Comply – Each camera is comprised of an IR and Color Overview lens for ALPR usage and Detection creation. The infrared camera is used in conjunction with onboard IR LED illuminators specifically designed to function within the cameras housing. The LED IR is used for Optical Character Recognition (OCR) therefore eliminating the requirement for any external lighting.

5.   After issuance of the purchase order, all hardware and software for the initial 5-vehicle system shall be delivered, installed and made operational in the Police vehicles as soon as possible but no later than twelve (12) weeks after receipt of order.

Vendor Response: Fully Comply – Vigilant has a standard thirty (30) day shipment policy and guarantee that clients receive the equipment specific to your sales order. Total project timeline to complete full product launch is projected to be eight (8) weeks maximum – for more details, please see '**Anticipated Implementation Timeline**' attachment.

6.   The vendor must provide on-site system training for up to ten (10) system users and the System Administrator/s in coordination with the installation of the equipment.

Vendor Response: Fully Comply - Post hardware installation, a certified Vigilant representative shall work 'in tandem' with the hardware installation team to achieve full System Start Up & Commissioning (SSU&C) which includes end user training. Subsequent to successful SSU&C, end user training shall commence and all designated users shall receive operator training

according to the pre-approved project plan outlined by the Tempe Police Department and agreed upon by Vigilant. End user training may be conducted in the form of 'Training the Trainer' methodology and will include both in class and field exercises.

7.   The vendor must provide system installation in the customer's vehicles according to the customer's requirements.

Vendor Response: Fully Comply – Hardware installations are addressed by up fitting shops local with the region. The Vigilant ALPR hardware is designed specifically to accommodate any Police vehicle and any installation may be customized if necessary. 'First In' and 'Arizona Emergency Products' are both willing to address the city's needs w/r/t this ALPR initiative.

8.   All system documentation must be furnished in electronic format.

Vendor Response: Fully Comply – All required documentation shall be provided in electronic format upon the completion of SSU&C and end user training.

9.   The manufacturer must have the ability to provide ALPR cameras for fixed site and mobile monitoring, as well as installation services and support for these cameras. These fixed/mobile site cameras must be compatible with the same back-office software application outlined in these proposal specifications for the mobile system, allowing for the data to be collected in a central location for all mobile, fixed and portable cameras.

Vendor Response: Fully Comply – All fixed mount ALPR systems are designed to seamlessly integrate with Vigilant's LEARN ALPR server to offer a comprehensive ALPR enterprise system approach.

Fixed and Mobile ALPR Systems Integrated to LEARN for an Enterprise Monitoring System

Hardware Specifications - Cameras

1.   The system must be primarily comprised of self-illuminating infrared (IR) cameras for effective license plate image capture in a variety of weather and lighting conditions.

Vendor Response: Fully Comply – Each camera is comprised of an IR and Color Overview lens for ALPR usage and Detection creation. The infrared camera is used in conjunction with onboard IR LED illuminators specifically designed to function within the cameras housing. The LED IR is used for Optical Character Recognition (OCR) therefore eliminating the requirement for any external lighting. Also, please see response to General Requirements post # 4.

2.   The IR Light Emitting Diodes (LEDs) must be "pulsed" to enhance license plate capture and extend the lifetime of the LED board.

Vendor Response: Fully Comply - Vigilant specifically designed the ALPR cameras to take advantage of a Pixim 'Subtraction Process' input sensor. This subtraction process digitally reviews two IR image sensor recordings for every frame of video. In between infrared pulses of IR light, an algorithm on the camera sensor 'smart' chip set compares recorded images with and without the pulse of IR light. These images are subtracted from one another yielding the net difference of light frequency of the IR light, thereby eliminating typical effects of specialized license plates that are disadvantageous to OCR translations. The net effect is a clear image of the license plate back drop and associated numbers.

3.   The cameras must have a dual lens configuration in a single camera housing featuring both an IR lens for license plate capture and a color overview image of the vehicle for verification purposes. This camera housing shall also contain onboard IR illumination, and shall be sealed to IP67 standards.

Vendor Response: Fully Comply – The Vigilant LPR camera complies with all parts of this RFP response including but not limited to: 1) electrical considerations; 2) camera component design and technology; 3) camera weight; 4) ruggedized construction; 5) standards compliance, IP67; 6) moisture protection (Nitrogen filled with service port); 7) wiring requirements; and 8) Capture distance options and performance.

4.   The dual lens camera must be capable of capturing up to 60 frames per second.

Vendor Response: Fully Comply – The Vigilant ALPR camera processes sixty (60) frames per second – Thirty (30) frames of color and thirty (30) frames of Infrared video, yielding the same result as this RFP's basis of design.

5.   The cameras must be capable of producing multiple license plate images with varying flash, shutter and gain settings to ensure a high quality image regardless of weather or lighting conditions.

Vendor Response: Comply – The Vigilant software allows the expert end user to adjust a multitude of camera settings when necessary to yield maximum system performance. This includes, but is not limited to, shutter and gain settings irrespective of outdoor conditions.

LEARN management controls of client system camera settings

6.   The cameras must utilize a software camera controller to facilitate the selection of the optimum settings for the gain and shutter. Once configured by the system administrator or the vendor, all settings must be automated in each camera.

Vendor Response: Fully Comply - Both the ALPR client system and the LEARN server have the ability to lock down or expose different controls based on permissions provided on a user-by-user basis (where different users will have different controls available to be manipulated). However, not ALL system configuration points are configured on a User by User basis. Example: Operator status users (assigned on a user by user basis) are not allowed to access the setup configuration utility in the in-vehicle software. Similarly, the shutter & gain control settings of the ALPR camera are not assigned or configured on a User by User basis, but rather a system by system basis. With that said the system has incredible flexibility and can be controlled in a fashion that meets the requirement stated above. Additionally, these setting can also be controlled from the departments' desk top and all settings such as shutter and gain settings to cameras can be pushed out to selected systems.

Also see last response (Post # 5) 'Enable Auto Adjust' feature

7.   The cameras must be no more than 2" tall (height) and permanently attached to the vehicle's emergency light bar so not to obstruct or otherwise hinder visibility to the light bar. Other mounting recommendations made by the vendor will be considered if it improves vehicle appearance and the functionality of the ALPR system.

Vendor Response: Fully Comply – The Vigilant ALPR cameras have a height of 2.0 Inches. Further, it should be more than noteworthy to state that the Vigilant ALPR camera has been tested and certified by the California Highway Patrol and have met the Title 13 compliance standards.

8.   Each camera shall weigh no more than 4 pounds.

Vendor Response: Fully Comply - The Vigilant cameras weigh less than the required maximum weight.

9.   All camera mounting bracket systems must be fabricated specifically for the vendor's cameras and must be furnished by the vendor.
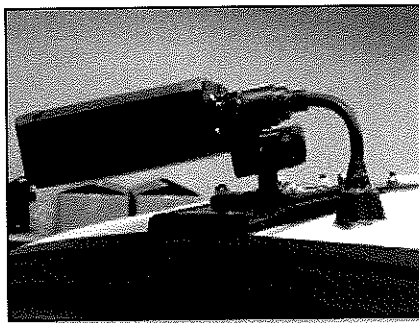
Vendor Response: Fully Comply – The brackets are designed to function with the Vigilant cameras. Below are images of several installations of the cameras.
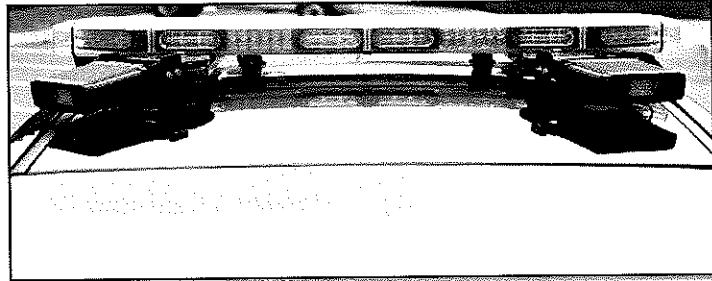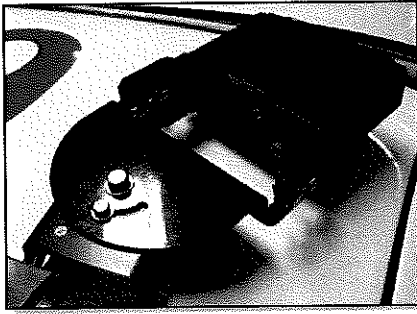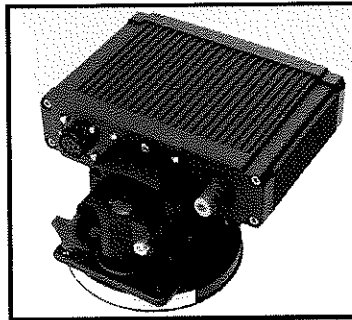
10.   In addition to the camera mounting bracket systems that attach to the vehicle's emergency light bar, the vendor must also provide an optional camera mounting bracket system that can be installed on those police vehicles commonly referred to as "unmarked units" or those with no roof-mounted light bar. (i.e. magnet or clip-on). These brackets must easily allow for rotation, tilt, and yaw adjustments.
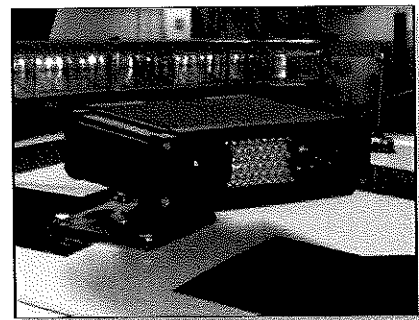
Vendor Response: Fully Comply- The Vigilant ALPR cameras are flexible for mounting in a number of different ways to the vehicle. This includes temporary or permanent mount to the vehicle roof, light bar or push bumper. The Vigilant ALPR cameras are available with three alternative non-lightbar mount bracket accessories:

| Single Mount bracket | Magnet Mount Bracket | Fixed Mount via RAM Bracket |

11.   There must be no moving parts in the dual-lens camera.

Vendor Response: Fully Comply – All of the Vigilant in-car system hardware is ruggedized and specifically designed to withstand the mobile vehicle environment. This includes solid state electronics (no moving parts) to withstand shock effects, and expansive operating temperature ranges.

12.   The cameras must have a fixed focal point or target distance from the camera to the vehicle license plates from 8 feet to 32 feet.

Vendor Response: Fully Comply - Vigilant cameras are used to cover a diverse number of field applications and are available in up to five sizes that range from eight (8) to sixty (60) foot capture distances. Vigilant offers five (5) different lens selections which allows the agency to select cameras lenses that best fit their scanning environment and use. Also, please see attached images in section 'Client (In Vehicle) Software Specifications – Post # 21'.

Specifications

System Performance

CarDetector Target Capture Distance	CarDetector Target **Capture Range**
VVR-01-975 - 57ft	VVR-01-975 – 54-60ft
VVR-01-950 - 32ft	VVR-01-950 – 27-37ft
VVR-01-935 - 22ft	VVR-01-935 – 19-25ft
VVR-01-925 - 15ft	VVR-01-925 – 13-17ft
VVR-01-916 - 12ft	VVR-01-916 - 8-14ft
Capture speed maximum	120mph (190kph)

13.   It is preferred that all camera cabling and camera connectors be manufactured or assembled by the vendor that provides the ALPR system and all of the required components.

Vendor Response: Fully Comply- Vigilant utilizes an industry leading wire harness manufacturer to provide a complete wiring harness that is Society of Automotive Engineers SAE J-1128 compliant, the only industry ALPR wiring harness that complies with SAE's requirements for in-car wiring harnesses. All components are assembled for the ALPR system at Vigilant headquarters. Vigilant's MN-Star wiring harness incorporates the following features:

- SAE Standard J-1128 compliant
- Single Point power connection for entire ALPR system (all components)
- Full fuse panel for all ALPR components
- On board 'Kill Switch' for in-vehicle diagnostics
- Fabricated Wire Harness of High Quality TXL Copper
- Heat Rated: Tested for Maximum Loads at -40°F to 221°F
- Fire Retardant Protective Loom for uniform high quality consistency to installation
- Color Coded Labeled wires for easy circuit identification & ease of trouble-shooting and service
- Available DR38 Timer plugs directly into Fuse Panel
- Flexible Circuits allow IT to be wired Battery hot, Ignition Hot, or Timed

Hardware Specification - Processor

. The system must provide the customer with the ability to integrate to their existing Mobile Device Communication (MDC) using client/server technology in order to minimize processor usage on their existing MDC.

Vendor Response: Fully Comply – The in-vehicle software installs on a standard Mobile Data Computer (MDC) provided by the City of Tempe. Unlike other vendors' systems, the Vigilant DSP runs on a Linux Based platform eliminating the issues typically experienced with Windows-based platforms running in the mobile environment. Below are the many pros why Vigilant's DSP runs on Linux:

- A modern, very stable, multi-user, multitasking environment for PC hardware
- Standard platform. Linux is VERY standard--it is essentially a POSIX compliant UNIX
- Unsurpassed computing power, portability, and flexibility
- Advanced graphical user interface
- Linux uses a standard, network-transparent X-windowing system with a "window manager"
- Excellent networking capability built into your operating system

Once the application is installed on the MDC unit, the in-vehicle software operates as a client application and communicates with the LPR processing DSP unit. Video analysis is executed by the DSP unit and LPR data is made available on the MDC through the main software Graphical User Interface: The ALPR application is designed to function within the following operating system environments: Microsoft Windows XP, Vista, and Windows 7 & 8.

2. The ALPR Processor must have a "self trigger" mode to detect the presence of lawfully mounted vehicle license plates in the cameras' field of view (FOV) for image capture from the camera
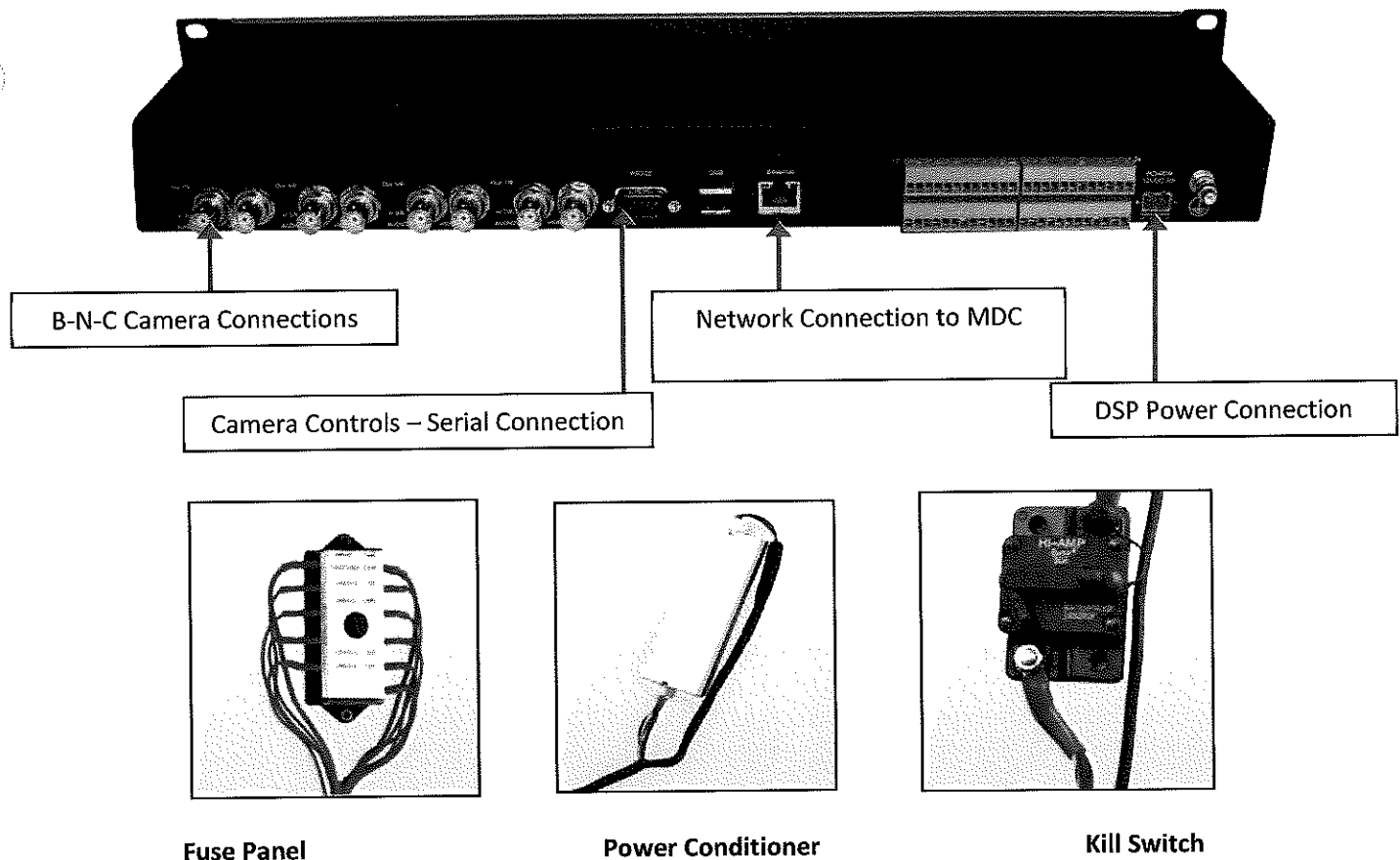
Vendor Response: Not necessary to Comply - The ALPR software is specifically engineered and designed to scan and accurately process license plate captures and recognition with cameras aimed to the front, sides and or the back of vehicles that are oncoming frontal or rear view. Unlike most LPR systems offered today, Vigilant has developed its own LPR OCR algorithm so that is does not require the use of a "self trigger". Each frame of video from each of (up to four) ALPR cameras is independently (and concurrently) analyzed by the dedicated Digital Signal Processor (DSP) unit thus creating a more efficient and effective scanning solution.

3. The ALPR Processor must be designed to be trunk mounted and must incorporate an intelligent Power Supply Unit (PSU) that provides for a safe start and shut down each time the vehicle's ignition is turned on and off.

Vendor Response: Fully Comply – The Vigilant ALPR processor is in almost all commercially deployed cases mounted in the patrol vehicle trunk area. The ALPR processor unit does not require a PSU due to its solid state nature and Linux Operating system properties as outlined in this response section (Post #1). However, the Vigilant LPR processor is protected by a power conditioner that stabilizes electrical flow of energy in times of startup, shut down, and varying voltage.

4. The ALPR Processor must control the power supplied to the cameras and provide video collection points for simplified system wiring.

Vendor Response: Fully Comply - The Vigilant ALPR system is provided with a power conditioner and multi-component in line fuse panel. These devices regulate and protect the ALPR components from electrical failure, varying voltage (including voltage spikes), start up, shut down, as well as isolate the hardware components from other in-vehicle components. The main single point power wiring harness is designed to connect directly to a main power source in the vehicle.

| B-N-C Camera Connections | | Network Connection to MDC |
| Camera Controls – Serial Connection | | DSP Power Connection |

Fuse Panel   **Power Conditioner**   **Kill Switch**

5.   The ALPR Processor must have an operating input range of 10.5-16.5V DC in order to be powered by a standard 12V vehicle power system.

Vendor Response: Fully Comply – Please see response to Post # 8 this section.

6.   The ALPR Processor hard disk drive must be able to operate reliably in harsh mobile environments.

Vendor Response: Not necessary to Comply – Vigilant's ALPR processor does not incorporate a Hard Disk Drive. All processor components are solid state and designed for reliability in mobile enfironments.

7.   The ALPR Processor shall have at least four digital camera connections and a dedicated GPS.

Vendor Response: Not necessary to Comply – Vigilant's ALPR processor has four analog inputs for up to four simultaneously operating ALPR cameras. The Vigilant system also incorporates a dedicated GPS unit that is connected directly to the patrol vehicle MDC unit.

8.   The ALPR Processor must be designed to meet the environment conditions associated with a trunk-mounted unit.

Vendor Response: Fully Comply - The LPR processor is a Digital Signal Processor (DSP) unit has four (4) internal DSP units, one dedicated to each ALPR camera for up to four LPR simultaneously operating cameras per vehicle. The proposed DSP has been in use all over the world and has provided excellent uptime and usage in environments when trunk mounted, like Ontario for the Ontario Provincial Police to the harsher heat extremes in the Middle East. A list of clients whose environmentals are similar to that of the Tempe, AZ region can be provided upon request.

Operating Temperature
0°C - 50°C (32°F to 122°F)
Electrical: 12V @ 5 Amp
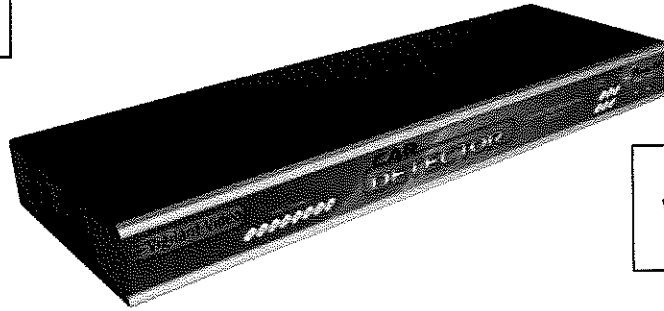
Length: 5.55 inch [141 mm]
Width: 17.30 inch [439.5 mm]
Height: 1.710 inch [43.6 mm]

Client (In Vehicle) Software Specifications

1.   The application software must be capable of supporting an unlimited number of "hot list" databases for simultaneous matching.

Vendor Response: Fully Comply – The Vigilant ALPR system is capable of supporting an unlimited number of Hot-Lists within its commercially available architecture and capability breadth. Vigilant offers the most user friendly architecture regarding Hot-List management, Hot-List creation and Hot-List distribution and use. There are three types of Hot-List files: 1) single Hot-List records that are statically entered into the system; 2) Manual list(s) of multiple license plates, entered statically and updated manually to the systems; and 3) Automated Hot-Lists which refers to Hot-List files that are automatically updated by way of LEARN communicating with a server directory either locally or remotely – this process requires the Agency Manager to set up a scheduled task at a frequency of the Manager's discretion.

Hot-List files (and records) are maintained and managed by the LEARN server which automatically processes new entries by calculating 'Historical Hits' (Hits that represent new Hot-List records introduced to the system matched against previously scanned Detection records) and then wireless dispatch of such records to each ALPR mobile or fixed camera system.

It is worthy of noting that LEARN has the intelligence to calculate and apply changes to Hot-List 'batch' files and only transfers the updates to the in-vehicle software – this saves a significant amount of network bandwidth and provides a very efficient way to keep field ALPR systems current.
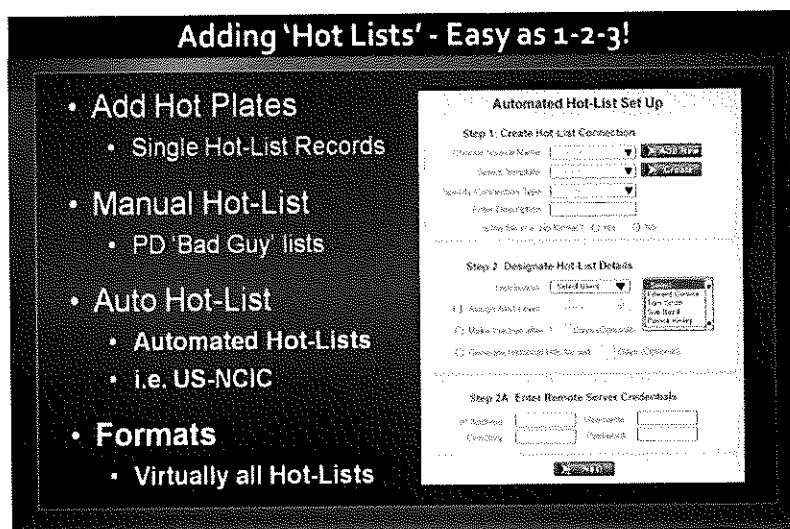

Easy to use step by Step User Interface

LEARN allows for an unlimited number of Hot-List sources to be loaded to the system. This means there is virtually no limit to the number of Hot-Lists that may be loaded to the Vigilant ALPR solution. Each Hot-List file is assigned a 'Source' which allows the user to identify the source of the Hot-List file. This provides an efficient mechanism for managing Hot-List record groups that may be continually updating.

To date, Vigilant is fully tested and documented to manage up to several hundred Hot-List source groups consisting of millions of Hot-List files with a maximum tested (but not limited to) 12,500,000 Hot-List records on a single LEARN server. To date, Vigilant has successfully managed (with its LEARN server technology) some of the larger Hot-Lists found in the ALPR industry across the United States including Connecticut DMV records, New York NYSPIN file, Colorado State DMV records, along with many of the more popular (but smaller) national lists such as the US-NCIC file and other state managed DOJ lists.

2.   The System Administrator must have the capability to define the police department's database(s) and assign a color code and priority level to each database to be used when a "match" or a "hit" occurs, i.e., stolen vehicles, stolen license plates, sexual predators, armed felon suspects, warrants, etc.
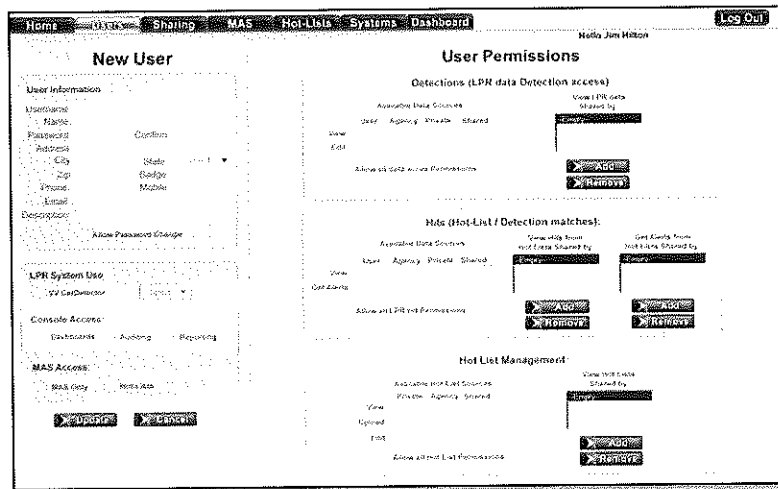
Vendor Response: Fully Comply - LEARN Hierarchy: LEARN is comprised of two basic account types – the 'Agency Manager' and the 'User'. Each account plays a significant role in the overall scope of the enterprise LPR system.
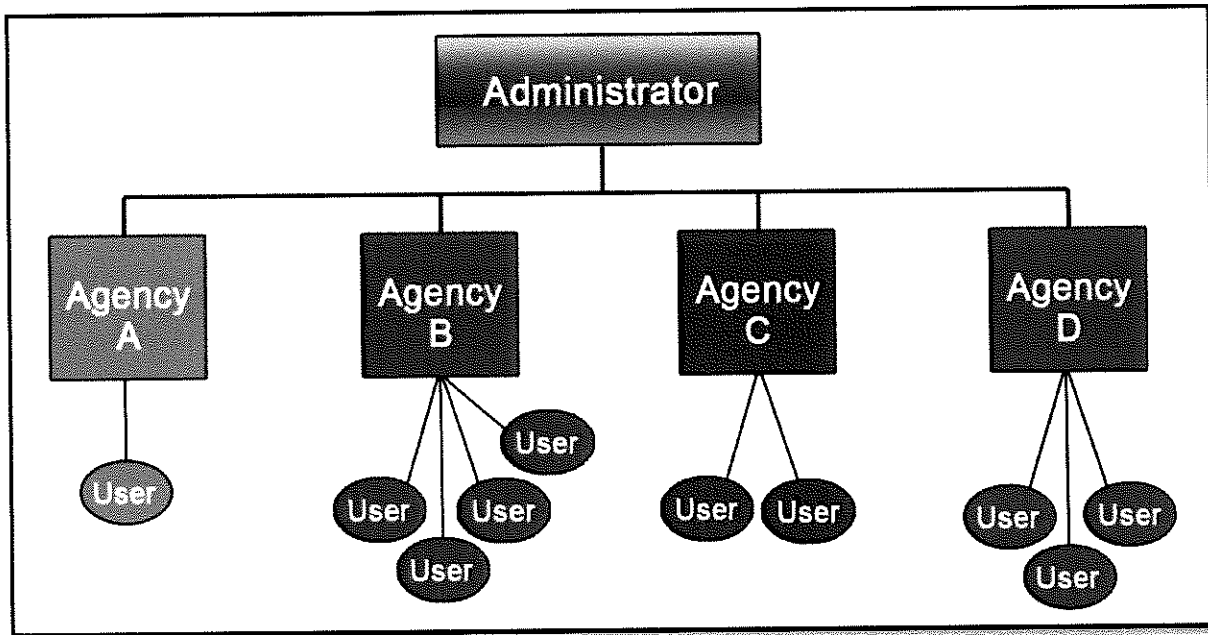
The **Agency Manager** account may be viewed as a group account made up of the LPR Users, managed by an Agency Manager. This account type is intended to isolate the group of LPR Users and allow such users to function either in connection with other user groups (other Agencies) or as a standalone group with credential driven privacy policies and Administrator assigned permissions. Each Agency account has at least one (or more) Agency Manager that bears the responsibility of managing the LPR User group belonging to the Agency account. This includes creating the Agency users, managing Hot-Lists, establishing agency data sharing capabilities (once granted by the Administrator), and managing ancillary utilities such as local Agency dashboards and auditing tools.

The **User** account is assigned to a specific LPR User, typically one who operates LPR field equipment and/or is granted permissions to access LPR data. User accounts are intended to be actionable data access accounts whereby the User can access Detection, Hit & Hot-List records, mapping utilities, and a feature rich suite of LPR data mining tools. Most of the User capabilities are privileges assigned by the Agency Manager, including rights to view their respective data, view all Agency data (all User data), edit data, and manage Hot-Lists.

User permissions are specifically designed to offer the most flexibility for LPR management policies and may be granular:

The granting of various permissions allows very granular and flexible control regarding individual User and agency member abilities to view/share/edit license plate Detections, Hot-Lists, and lists of Hits — this pertains to both local (Agency acquired) and shared (Inter-Agency data sharing pool) LPR data attributes.

The Administrator (or better known as the Agency Manager) can assign the Alert priorities with defined color schemes from the LEARN server which results in the in-vehicle software behavior being managed by the Hot-List administration team:

Agency Manager configuration of 'Amber Alert' with Priority and associated orange color Alert identification
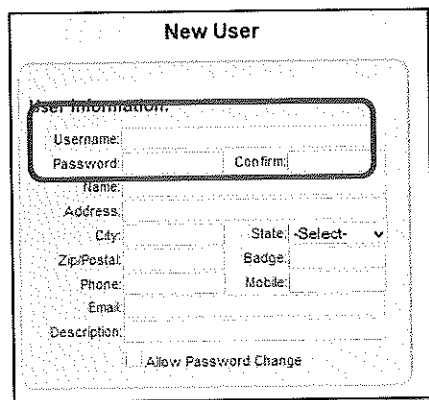
Resulting In-Vehicle Software Alert

3.   The application software that resides in the police unit must provide for a Username and Password as assigned by the System Administrator.

Vendor Response: Fully Comply – The In-vehicle software provides an individual log in and password accounts for each system operator. The software allows any number of Users to operate the system. All User credentials are administered by either the system LPR administrator (or similar appointment). Vigilant software is designed such that each Operator (User) has a unique and personal login and password that is the same for the LEARN and the in-vehicle software application.
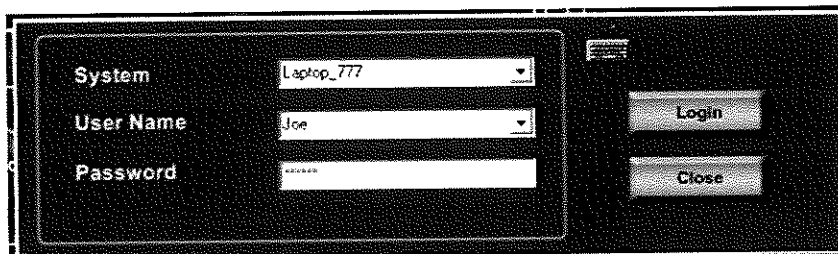
Admin's New User Setup Screen   **In-Vehicle Software Login**
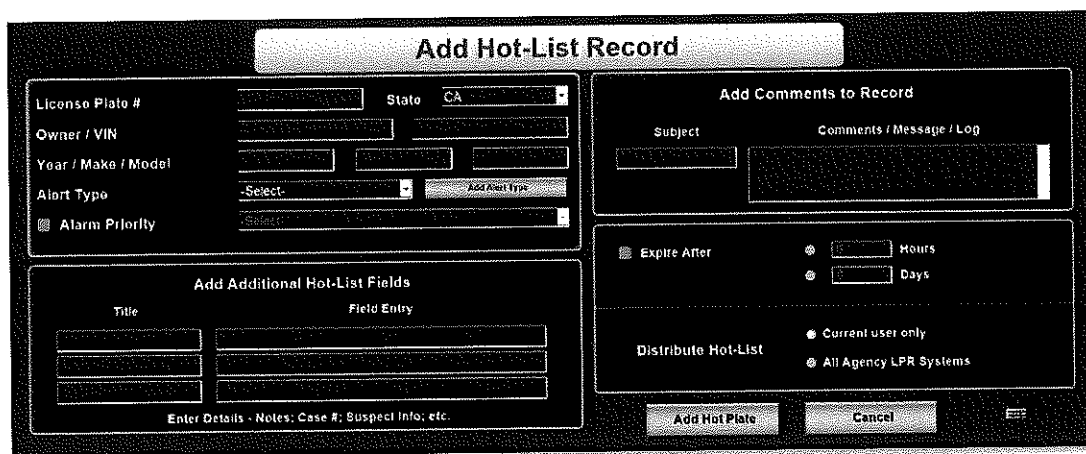
The communication link between the in-vehicle software and LEARN provides a system file that allows configuration of specific features by User. The system or 'connection' file also incorporates all allowed Users within the Agency (in encrypted format). This means that any number of Users that are registered on the server may log in.

4. The application software must be responsive in comparing a captured license plate against multiple and voluminous database(s) with less than a two (2) second response to a query of a database(s) containing up to 10,000,000 records.

Vendor Response: Fully Comply – Vigilant's ALPR system is designed to function with Hot-list greater than the required 10,000,000 records with a minimum of 4GB RAM.

5. The system must have the feature that allows "hot list" database(s) to be created in the field by authorized users and the authorized users must have the capability to add license plate data to the system's database(s) while in the field. All license plate data added by the authorized user will remain part of the selected database until the database(s) is "overwritten" by the System Administrator or by a new or updated database(s).

Vendor Response: Fully Comply – The in-vehicle software allows for the user, with appropriate permissions, to add a single Hot-Plate record and/or a batch Hot-List file. This may be done in the field, if authorized by the administrator.

Single 'Add Hot-Plate' feature from In-Vehicle software

Batch Hot-List file upload feature from In-Vehicle software

Once the Hot-List is added to the in-vehicle software, it is communicated and sent to LEARN for further administrative and/or authorized user management.

6.   The system must provide a feature to enable or disable "fuzzy-logic" plate matching in each police unit to enable the system to match common number character issues (0/o and 8/B) or unknown characters. This feature can be enabled or disabled at the user's discretion.

Vendor Response: Fully Comply – Vigilant's 'fuzzy logic' is managed by offering a secondary license plate read (or translation). The Plate1 / Plate 2 and 'One Off Matching' are available for configuration by the manager (LEARN) or in the field via the in-vehicle software.

In-Vehicle Software Fuzzy Logic Management   **LEARN Server Fuzzy Logic Management**

7.   It is preferred that the system be capable to read license plates from up to four (4) dual lens cameras simultaneously.

Vendor Response: Fully Comply - The in-vehicle software is specifically engineered and designed to scan and accurately process license plates, capture, and offer recognition with cameras aimed to the front, sides and or the back of vehicles that are oncoming frontal or rear view. Each ALPR system hardware kit allows for up to four (4) cameras to be plugged in and simultaneously process frames from each camera.

8.   The system should provide live, simultaneous video display of all of the following data for the two (2) dual lens cameras as selected by the user:

a. The IR License Plate Image
b. The license plate interpretation or system read
c. A corresponding color overview image of the vehicle displaying the captured IR license plate
d. The date and time stamp
e. Identification of the Camera capturing the image
f. The GPS Coordinates for every license plate captured by the system

Vendor Response: Fully Comply – All above listed data is visually displayed in the Graphical User Interface of the in-vehicle software (without exception).

9.   When the system identifies a "match" or a "hit" of the license plate, the following additional data should be displayed in a timely manner on the system's Hit Screen: a) The color coded database indicating the name or title of the database where the "match" occurred b) All narrative text, if any, from the database where the "match" occurred

Vendor Response: Fully Comply – Please see response this section to Post # 2.

10.   The Hit Screen must remain displayed until acknowledged by the officer, and while displayed, the system must continue to process license plate data in the background and all captured data must be stored in the system during this interval.

Vendor Response: Fully Comply - As an integral part of responding to this point and as the in-vehicle software continues to operate as a minimized application in the background, all alert notifications (when configured to do so) will pop up over any existing application in use by the operator. The pop up alert notification or Hit Screen window will take MDC screen priority until acknowledged by the user. Regardless of operational status, the in-vehicle software continues to process.
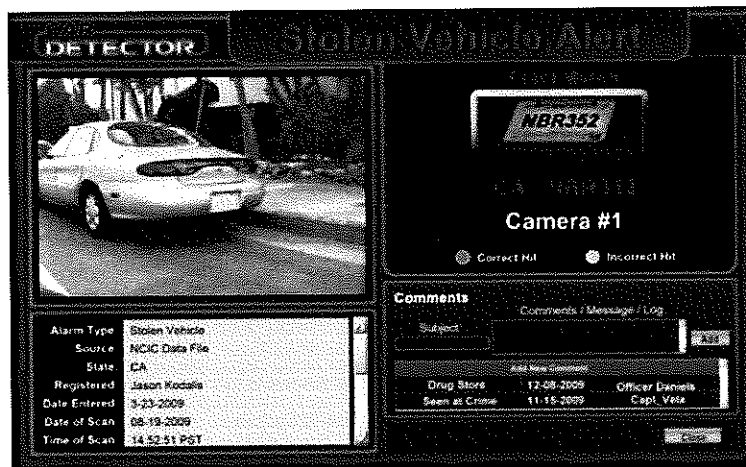
11.   If so configured within the Back Office by the Administrator, the officer may also be required to select a disposition button on the Hit Screen. These Dispositions are determined by the Administrator, and may be used in reporting the result of the hit (Arrest, Vehicle Parked, Vehicle Recovered, etc). In the event that a subsequent "match or hit" should occur while the original Hit Screen is displayed to the officer, the system must alert the officer that a second or subsequent "hit" occurred and the system is waiting for the officer's intervention.

Vendor Response: Partially Comply – The Vigilant in-vehicle software does not allow for Disposition categories, but rather a more flexible and general user entry/feedback mechanism that allows the officer/user to report against field case activity. This information is synchronized with the LEARN server for other users and/or administrative officials to recall or collect.
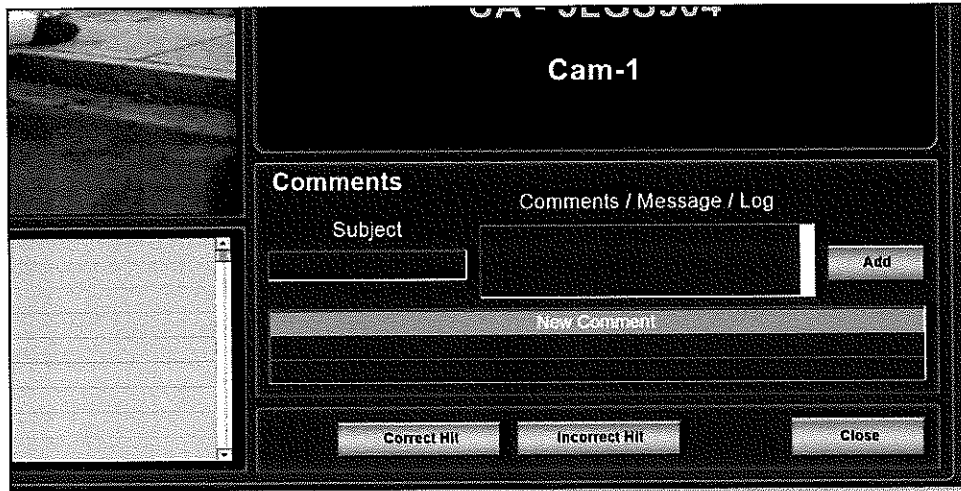
Regarding multiple Hits (or subsequent Hits to an actively unacknowledged Hit), the in-vehicle software will 'stack' the alerts in priority as received until all are acknowledged by the operator.

12.   The system must provide a touch screen feature to enlarge the vehicle's color overview image so that it can be examined by the police officer in order to gain additional information or the verification of information.

Vendor Response: Fully Comply - If a closer look at the images is desired, the operator may double click on any image for a full screen view:
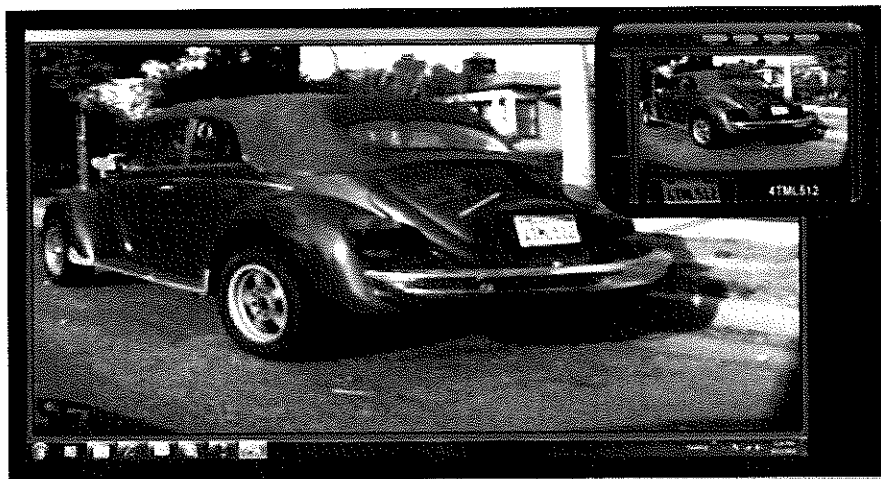
Full Screen Image Feature

13.   The system must provide touch screen navigation for the police application GUI.

Vendor Response: Fully Comply – The in-vehicle software application offers industry leading comprehensive and easy-to-use Windows-based solution that is designed to be used within a touch screen environment. Each tab is specifically engineered for ease of use by the systems operator. The navigational controls allow the operator the ability to very easily manage and control critical intelligence at a moment's notice.   Additionally, a virtual touch screen keyboard application is available where the emergency operator may choose to type in written responses or notes associated to detection records, Hot Lists and Hot List matches while remaining fully compatible with hard mounted key board. In addition to touch screen navigation, each window has a keyboard icon that initiates an electronic touch screen keyboard:
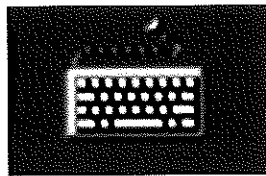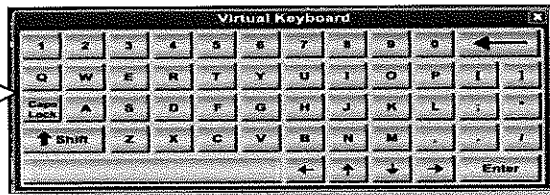
Keyboard Icon   **Virtual keyboard feature**

Main ALPR software GUI with 'Touch Friendly' controls

14.   The system should provide the System Administrator with the ability to customize audible alerts to differentiate between unique events within the software application.

Vendor Response: Fully Comply - configurable settings for audio and video alerting are controlled in one of two ways. The software may be configured remotely via LEARN application by the Agency Manager and then pushed out wirelessly to the in-vehicle software. Additionally, the ALPR software User (if granted permissions by the Agency Manager) may select such settings when operating the in-vehicle ALPR system.

Additional customizable features analogous to this requirement include:

- Audio file selection by alert category
- Only allow audio notifications administered upon a Hot-List matches
- Only allow visual notifications administered upon a Hot-List matches
- Allow both visual and audible alert notifications to be administered upon a Hot-List matches
- Open use, User has the ability to change the settings based on his/her defined rules
- Closed use, where the User has no ability to make any changes to this setting
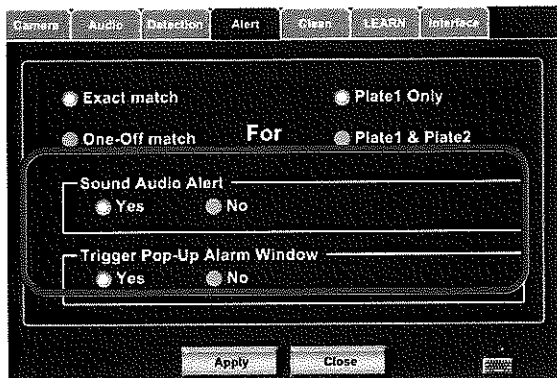
Alert Notification Management   **Audio Alert Selections**
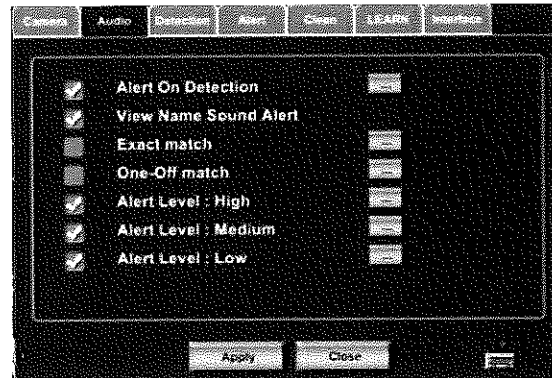
15. The system must provide a visual alert for each defined event that displays in the foreground regardless of other applications in use at that time.

Vendor Response: Fully Comply.

16. The system must provide the officer with the capability to mark a license plate read as a "misread."

Vendor Response: Fully Comply.
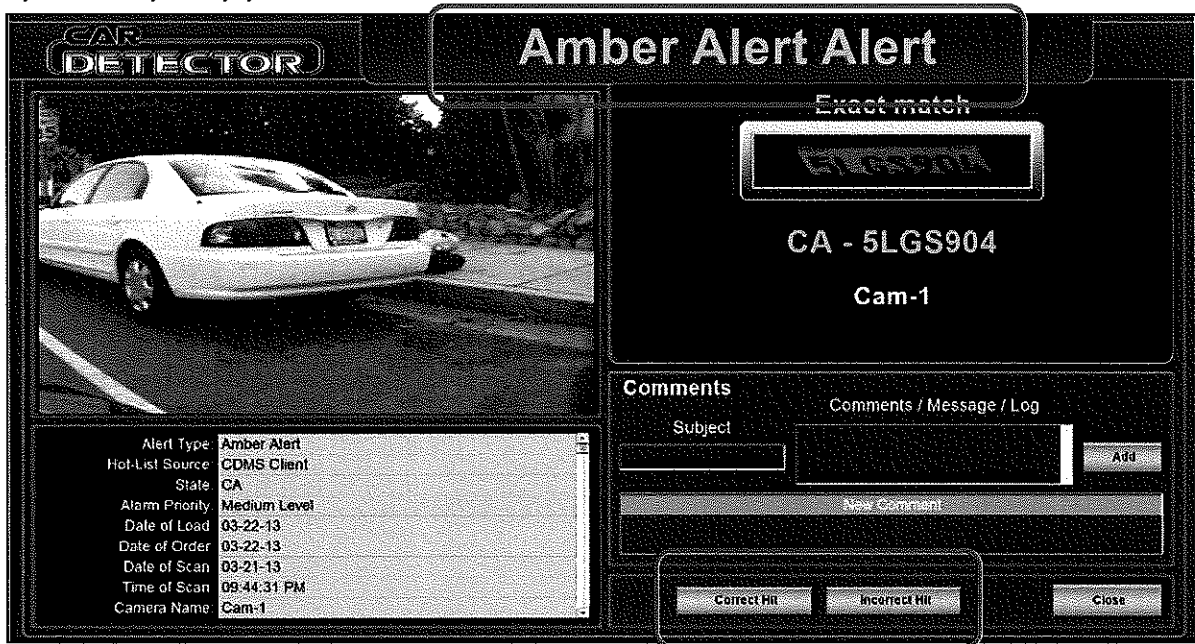
17. The system must provide the officer with the capability to manually enter a license plate for the purpose of searching that license plate against the system's database(s).

Vendor Response: Fully Comply – The in-vehicle software is made available with a fully featured in-vehicle database utility. This allows an operator to search multiple record types, (Detection, Hot-List, or Hit). The user can review any data stored in the in-vehicle database.
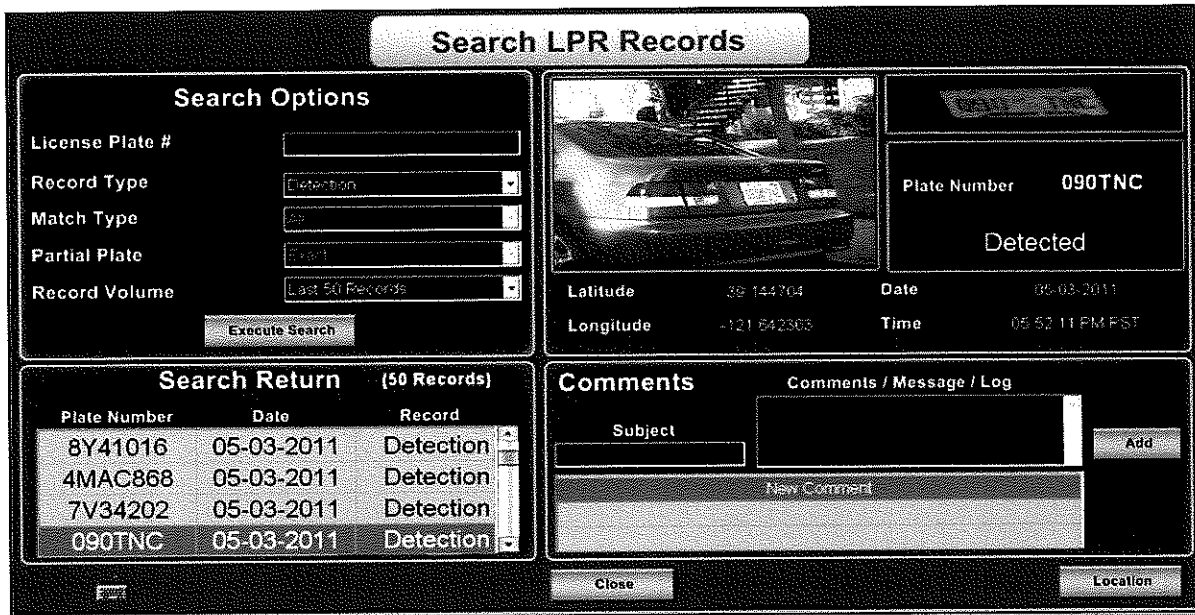
18. The system must provide the officer with the capability to review all of the following:

a. "Hits"
b. License plate images and associated data
c. License plate searches performed by the officer indicating the date and time the search was conducted
d. Misreads

Vendor Response: Fully Comply – The ALPR in-vehicle software allows the user to review any stored Hit data.
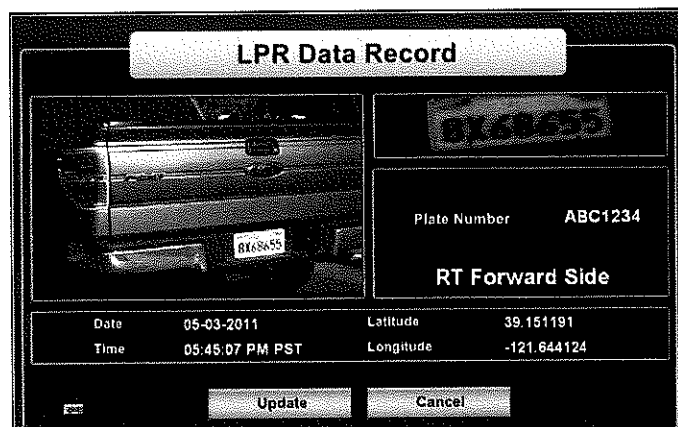
LPR Record View Utility

19.   The system must provide the officer with the ability to query the client software application to determine if a particular license plate has been captured in the system. If the license plate data is in the system, the officer must have the ability to review each license plate capture and the associated system data displayed on the Review Screen to include:

1. The IR License Plate Monochrome Image
2. The corresponding color overview image of the vehicle
3. The date and time stamp
4. The GPS coordinates

Vendor Response: Fully Comply – The image below details the type of detection result a user can expect when using the Vigilant in-vehicle ALPR software.

20.   The system should provide the ability to add notes to the "hit" record for permanent storage and subsequent retrieval.

Vendor Response: Fully Comply – Please see response this section to Post # 11.

20.1. Target photos of individuals can be attached to a hotlist and displayed upon a hit;

Vendor Response: Partially Comply – The Vigilant ALPR system allows for operators to add comments to Hot-List records and other ALPR data records (Up to 255 characters per record) but does not allow personally identifying photo attachments.

21. The system must be capable of capturing license plates in any of the following modes;
    1. an adjacent lane on either side of the police vehicle while driving through traffic and/or parking lots;
    2. traffic in an adjacent lane while parked on the side or shoulder of a roadway;
    3. any parking application from parallel to perpendicular parked car orientation with respect to the movement of the police vehicle and
    4. an adjacent lane to capture the rear license plate of the vehicle as it passes the police unit or vice versa

Vendor Response: Fully Comply – Each camera is application specific meaning the agency may select cameras that may best fit their scanning environment. Unlike other systems that can only scan to 32 ft., Vigilant has cameras that may scan out to 60 ft. allowing the operator the ability to capture images at distances that typically can't be seen by other ALPR systems.
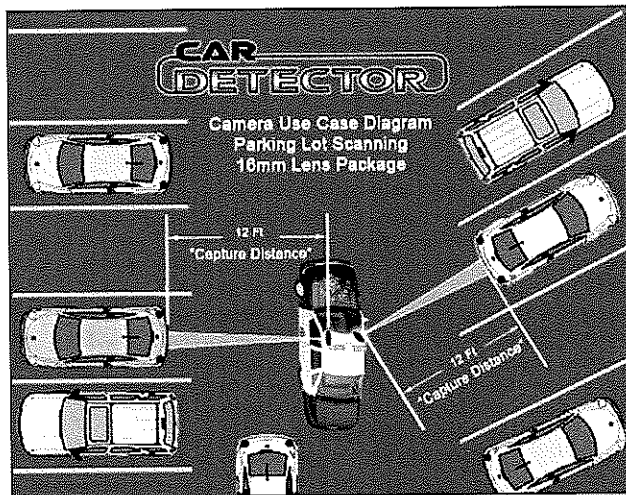
In Motion Perpendicular and Angular Parked Vehicle Scanning
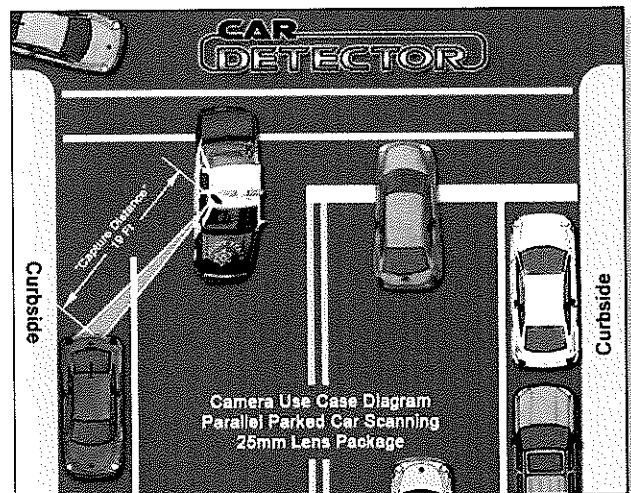
Parallel Parked Vehicle Scanning
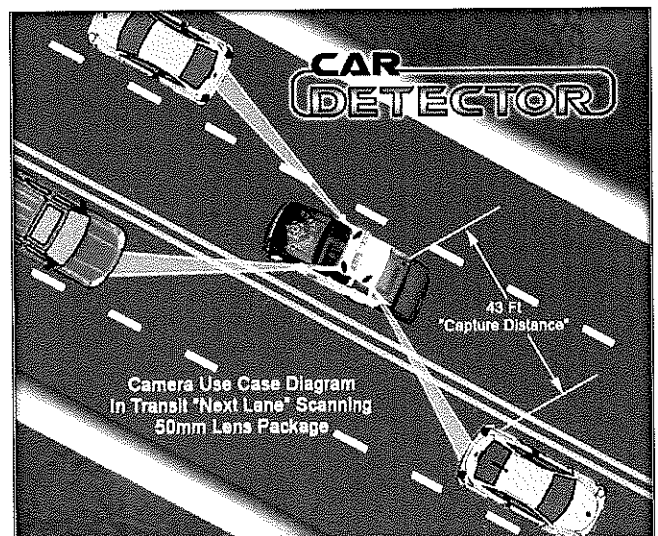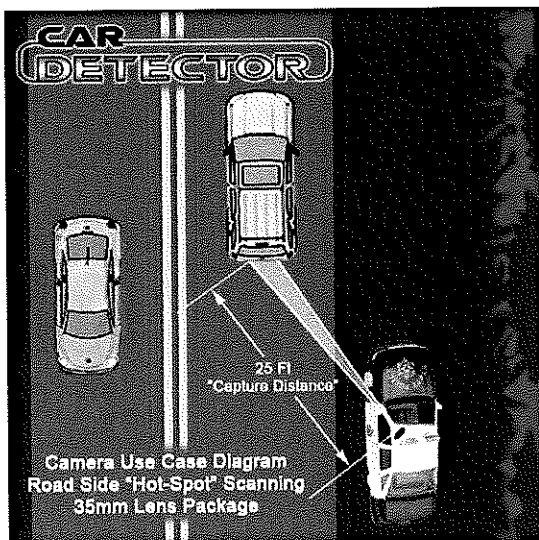
Roadside Scanning
(Also used for driver's side same direction next lane scanning)

In Motion next lane over
(Same and opposite direction traffic)
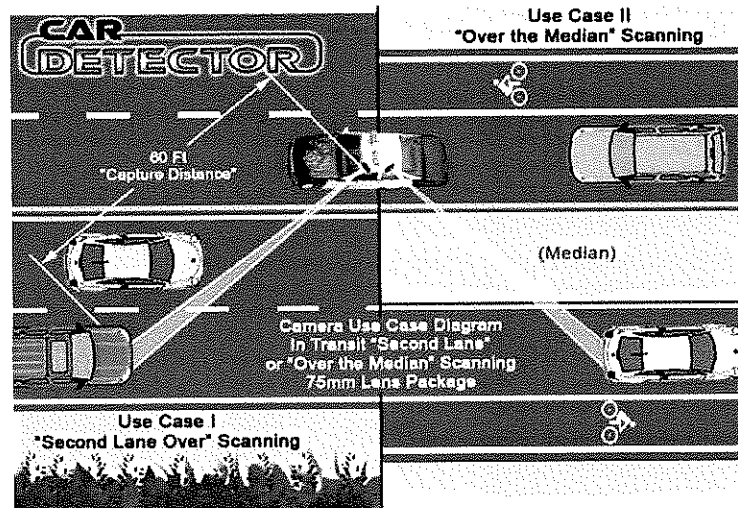
In Motion 2ⁿᵈ Lane or Over the median
(Same and opposite direction traffic)

22.   The camera configuration must be capable of switching from one monitoring mode to another via the software application by "pressing" the corresponding on-screen function button.

Vendor Response: Not necessary to Comply – There are no modal schemes available with the in-vehicle software. All cameras scan license plates at all times simultaneously without the intervention of the operator.

23.   The system must have the capability to capture a still image of importance at the officer's discretion using the color overview camera(s).

Vendor Response: Fully Comply – The in-vehicle software incorporates a 'Snap Shot' feature that allows the operator to record a still image from any of the available ALPR cameras.

Main In-Vehicle Software – Snap Shot Utility

24.   It is preferred that the system include Electronic Parking Enforcement functionality to include but be not limited to technology to automatically spot parking violators in time-limited zones or designated areas by license plate number and

to alert personnel to potential violators based upon wheel imaging or GPS comparison between initial and subsequent passes.

Vendor Response: Does not Comply - Currently there is patent held by Autoview/Genetec that precludes all other vendors from being able to offer this feature (including PIPS Technologies).

Server Software (Back Office) Specifications

1. As part of the overall system and functionality, a back-office software application must be provided so the customer can manage all the data collected by the various ALPR deployment (client applications), manage the database functions and manage the user administration functions.

Vendor Response: Fully Comply- The Law Enforcement Archival Reporting Network (LEARN) server application is Vigilant's commercially available enterprise class LPR data management utility. Vigilant offers two options for use of this software: 1) Hosted by the local client; or 2) hosted/managed by Vigilant.

The client hosted option allows the end user client to host the LEARN server application. This affords clients with an unlimited user license to the LEARN server software application to be installed on hardware provided and maintained by the client. Client staff would be responsible for maintenance, receiving and installing software upgrades/updates, and continued growth of hardware scaling as the data storage and user access requirements evolve. Vigilant fully supports this endeavor with unlimited off site technical support, administering software updates to the designated client administrator contact as well as offering 'on demand' training services.

As a part of Vigilant's enterprise licensing program, Vigilant offers the only US based hosted/managed ALPR server solution, which is located in an FBI audit compliant server facility located in the State of Virginia. This Vigilant hosted/managed option provides Vigilant LEA clients with many advantages: 1) All maintenance and hardware is provided by Vigilant; 2) Each Agency is afforded the choice to share LPR data to the national NVLS Law Enforcement Only data sharing pool (**Currently there are more than 1,544 Arizona based registered Law Enforcement Officers amongst 94 Arizona based Agencies that benefit from shared NVLS LPR data**); and 3) Vigilant offers a mobile companion ALPR application for smartphones (iPhone or Android) that integrates directly with LEARN.
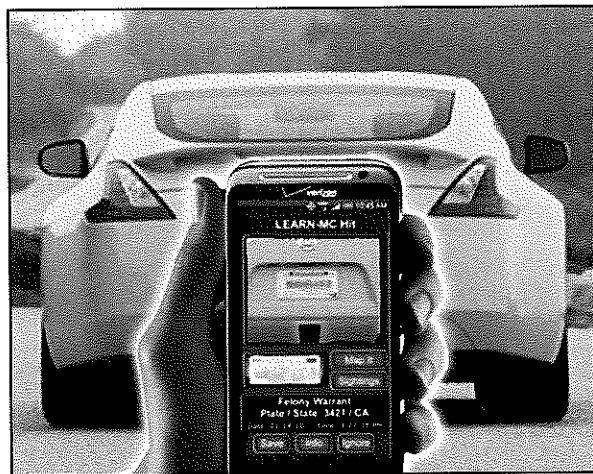
Vigilant's Mobile LPR application for Smartphones

2. The system should provide the ability to customize the client application screens and alarms based on system "hits."

Vendor Response: Fully Comply – Please see response to 'Client (In Vehicle) Software Specification' section Post # 2. The LEARN server application is synchronized with the in-field client ALPR software in terms of both operation and feature.

3. The system must provide the ability to assign priorities to the various databases utilized by each police agency.

Vendor Response: Fully Comply – Please see response to 'Client (In Vehicle) Software Specification' section Post # 2. The LEARN server application is synchronized with the in-field client ALPR software in terms of both operation and feature.
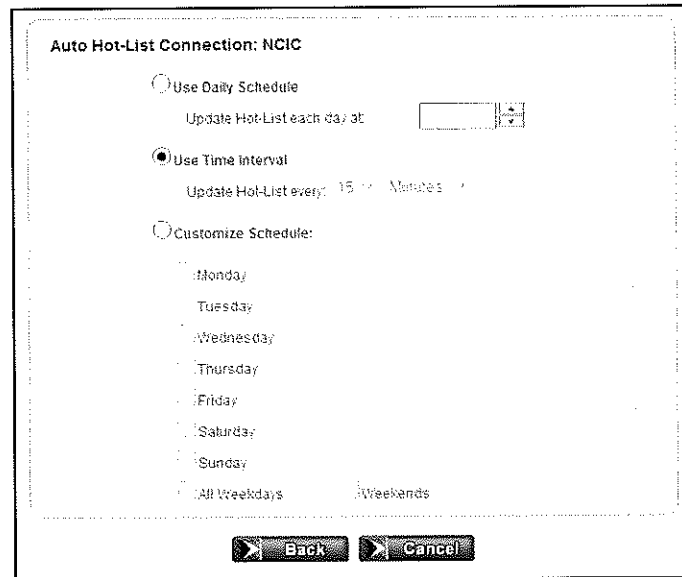
4. The system must provide the System Administrator with the ability to import national and local databases from a

website, ftp location, or network address.

Vendor Response: Fully Comply – Please see response to 'Client (In Vehicle) Software Specification' section Post # 1. The LEARN server application is synchronized with the in-field client ALPR software in terms of both operation and feature. At a minimum, LEARN offers the option to communicate via ftp or sftp.

5.   The system shall allow for the option of automatically updating all hotlist databases from the originating website, FTP, or network location.

Vendor Response: Fully Comply – Any automated Hot-List updating scheme (via LEARN Auto Hot-List feature) affords the user the ability to determine the update frequency of the Hot-List file. This is done in the form of a SQL 'scheduled task'.

6.   The system shall allow for the scheduling of "hot list" updates from the source location.

Vendor Response: Fully Comply - Please see response to 'Client (In Vehicle) Software Specification' section Post # 1. The LEARN server application offers server to server ftp or sftp connection for the purposes of updating Hot-List files from remote or local server sources.

7.   The system shall allow for the definition of custom "hot list" import formats, to enable a standard CSV or text file to be easily imported and made useable by the system without the need for vendor involvement.

Vendor Response: Fully Comply – The LEARN server has a user defined Hot-List template utility that allows the user to 'map' fields from virtually any standard data file. This includes CSV and text files. This is done by Vigilant client users and does not require Vigilant intervention – and is largely accomplished in three easy steps:

Step 1

Step 2

Step 3

8. The system should allow for the option of configurable disposition buttons to be pushed out the client application.

Vendor Response: Partially Comply - Please see response to 'Client (In Vehicle) Software Specification' section Post # 11.

9. The system must provide application security by assigning users to a Group, with a defined Role, which determines privileges within the system.

Vendor Response: Fully Comply - The ALPR User accounts can only be created by a manager level account (called 'Agency Managers'). Each User account credential set contains a password which is stored as an encrypted string in the database. Authentication is done by comparing encrypted password strings [sha512] to confirm that username and password matches prior to allowing a user to interact with the website and/or the mobile client application. Once authenticated, an authentication token that is used for the duration of the user's session is generated and communicated. Authentication tokens tied to established sessions expire frequently.

User groups (belonging to an 'Agency' account) are managed by a specific user designated as an 'Agency Manager'. Each User account is created exclusively by the appointed Agency Manager. The User Account, when created by the Agency Manager, is assigned access permissions, on a User by User basis, to the CarDetector Mobile System (CDMS) client in-car application. This includes a breadth of Hot-List and general CDMS utility permissions (including ability to view, edit, and administer alerts against Hot-List matches).

Each User is assigned a Username and Password that are stored as an encrypted string in CDMS database. Authentication is done by comparing encrypted password strings (sha512) to confirm that Username and Password matches prior to allowing

a User access to the CDMS client application (including any data stored therein). Once authenticated, an authentication token is generated and communicated to the server and is used throughout the duration of the user's session. Authentication tokens expire frequently

10. The system must allow for an administrator to easily import users from their Active Directory, assign these users to a Group, and establish a password. Ideally, the system will integrate with Active Directory for single sign-on.

Vendor Response: Fully Comply - Once the client has created an Active Directory mapping file (simple text ini file) which indicates which users within the entirety of the user population are also to be ones credentialed for CarDetector Mobile LPR units, then the CarDetector Mobile LPR units shall have the ability to integrate with Microsoft Active Directory while still allowing the users to maintain all of their LPR related permissions as they are on patrol using Vigilant LPR units.

Due to the flexibility and specific levels of permissions architected within the CDMS / LEARN communication to enhance the ability of the Agency to conduct multiple investigations/operations concurrently with the CDMS system, the integration of LDAP has not been leveraged yet. Vigilant has established a very powerful method of organizing user accounts, sharing data, and compartmentalizing data within the system. A clear way of integrating LDAP within our ecosystem has not yet been proposed, however Vigilant has as a road map item to integrate Active Directory support, as it is well understood that this simplifies the interaction of the officers and the IT infrastructure, making it very convenient for users to use a single set of credentials system-wide.

Vigilant looks forward to working with forward thinking Agencies and IT leaders who are familiar with how permissions are organized. We would be more than happy to understand the end user client's ideas and needs, and therefore work toward properly integrating such vision for the convenience of LDAP/AD, while keeping the flexibility and strictness of the LPR enterprise permission structure in mind. This would be mostly complimentary to the user/group hierarchy Vigilant has established for the benefit of the Agency and should further purpose CDMS/CDFS-LPR units for multiple operations independently and securely.

11. The system must provide the System Administrator with the ability to define and configure custom roles with various access privileges based upon user responsibilities.

Vendor Response: Fully Comply – Please see response to Post # 11 this section.

12. The system should allow the administrator to view users currently logged into the system, and disconnect users as needed.

Vendor Response: Do not Comply – Vigilant would be happy to provide this feature if awarded as the selected vendor.

13. The system should provide a quick click reporting system statistics (reads, hits, etc) for a given timeframe, mobile unit, or officer login ID.

Vendor Response: Fully Comply – Vigilant's LEARN server application is made available with a full statistical Dashboard that offers such data in a variety of formats, including Pie Chats, Bar Graphs and Raw Data.
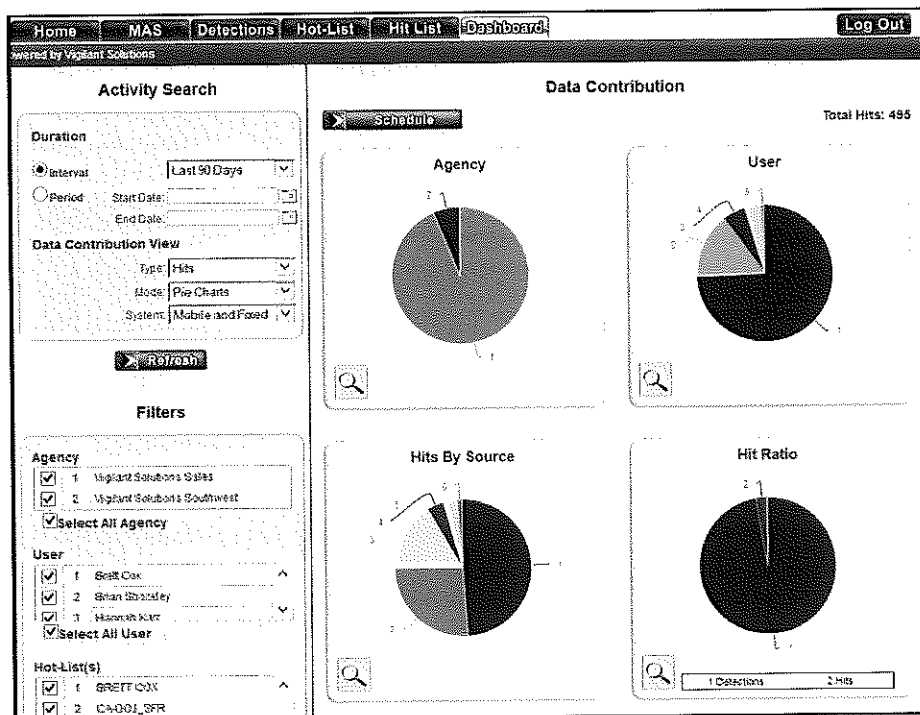
LEARN - Pie chart format statistics
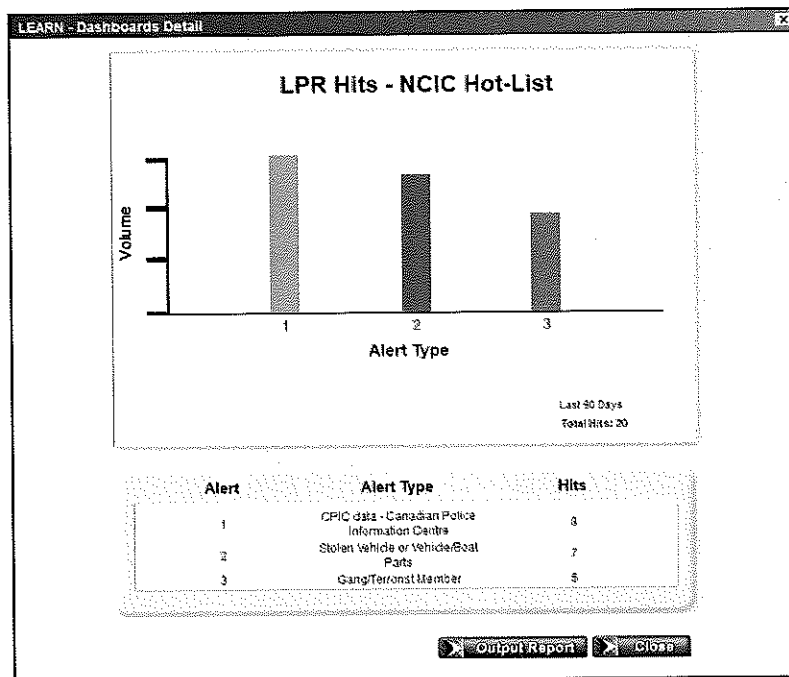
LEARN – Bar graph format statistics

Data Contribution

Configure | Schedule | Output Report

Total Detections:
19,450

Page 1 of 1 | Go to Page: 1 ⌄ | Records Per Page 50 ⌄

Time Period	Brett Cox	Brian Shockley	Hannah Karr	Ian Anderson	Joe Harzev
12-29-12	0	0	0	0	0
01-05-13	0	0	0	0	0
01-12-13	0	0	0	123	313
01-19-13	0	11290	0	0	0
01-26-13	0	0	0	0	0
02-02-13	0	0	0	0	0
02-09-13	0	0	0	0	0
02-16-13	660	0	161	0	0
02-23-13	4534	0	0	0	7
03-02-13	1	0	0	0	0
03-09-13	0	0	0	0	0
03-16-13	0	0	0	0	0
03-23-13	0	0	2315	0	0

☐ Show Hit Ratio

LEARN – Raw data format statistics

14. The system must provide the ability to perform a full or partial license plate query against the databases.

Vendor Response: Fully Comply – Vigilant's LEARN server allows for users to query against partial plates using a number of partial plate configurations:

Advanced 'Detection' Search

Vehicle Information

Dat

Plate Number: KNJ

Partial Plate Search: -Select- ⌄

-Select-
*KNJ
KNJ*
KNJ
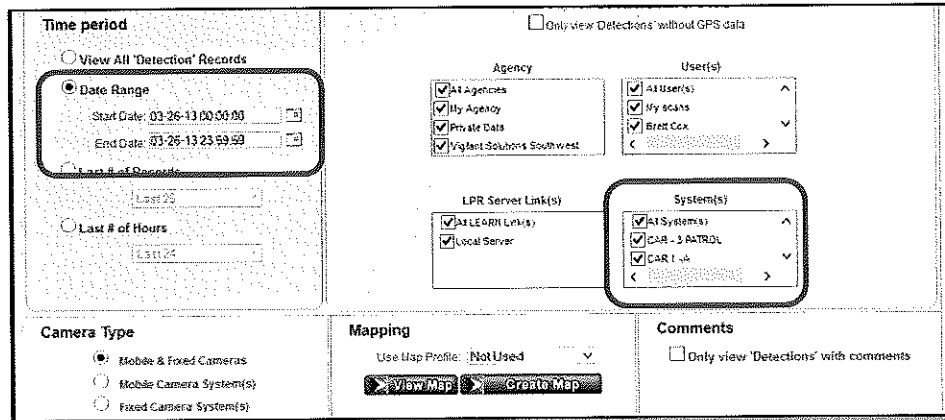
Time period

○ View All 'Detection' Records
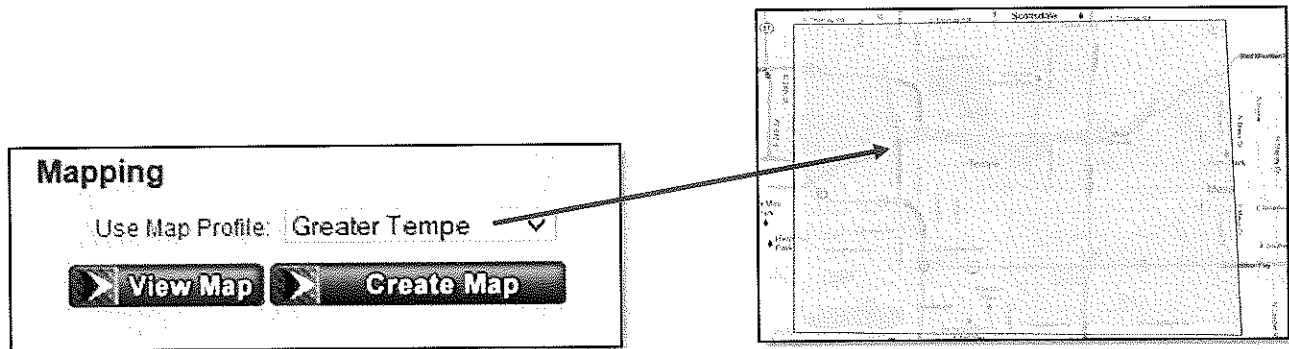
15. The system must provide the ability to query for license plate data based upon time, date, location and the user.

Vendor Response: Fully Comply to each.

16.   The system must provide the ability to query for a full or partial license plate based on a physical address and search radius.

Vendor Response: Fully Comply - In addition to a searchable address a user may elect to use the GEO Fenced feature as well. The Geo-Fence would be an integral part of the LEARN 'Advanced Detection searching capabilities.

17.   The system must provide the ability to utilize a mapping function to plot or identify the locations of a particular license plate or identify all plates captured in a particular area during a particular time.

Vendor Response: Fully Comply – see sample plot below:
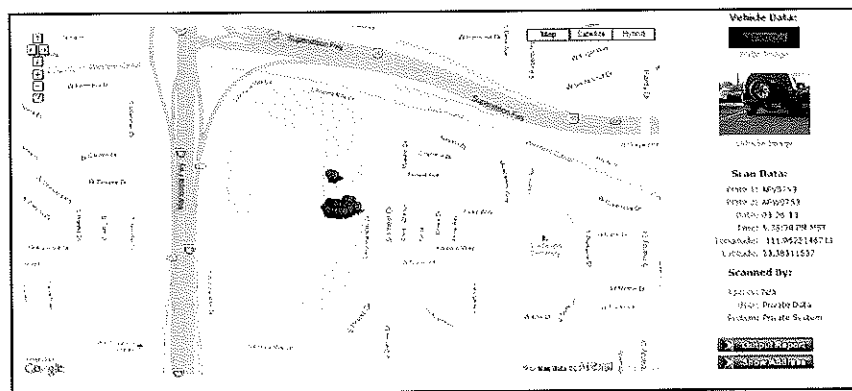
18.   The system must provide the ability to utilize a mapping function to plot or identify the location of all "hits."

Vendor Response: Fully Comply - The LEARN server allows for searching ALPR Detection and Hit records by any of the following User input criteria and mapping is just one of the many ways a user may search both Hits and detections:
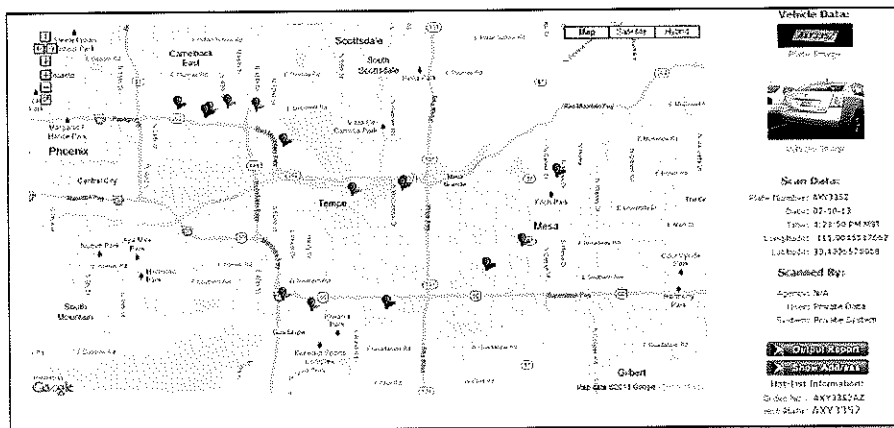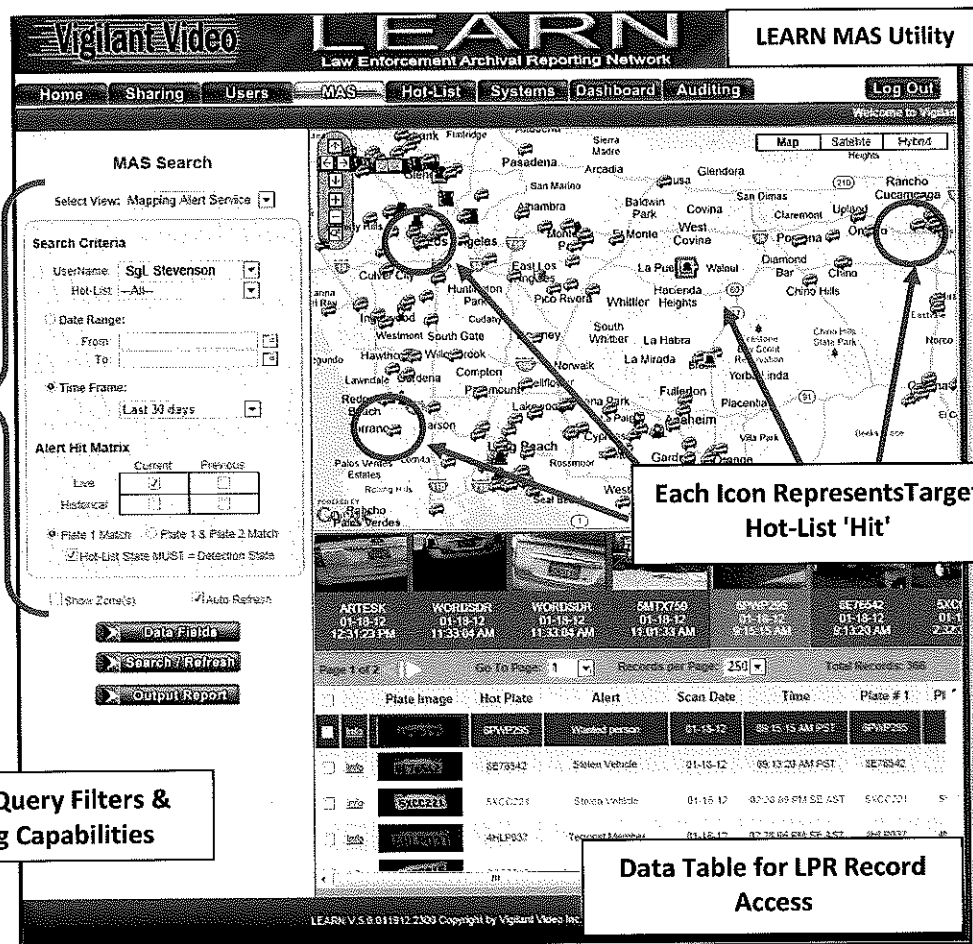
19.   The system must provide the ability to run a query, and select a subset of that query for Detail Reporting, or for plotting on a single map for cluster or pattern analysis.

*Vendor Response: **Fully Comply** – Please see images below as well as the response to Post # 18 this section.*
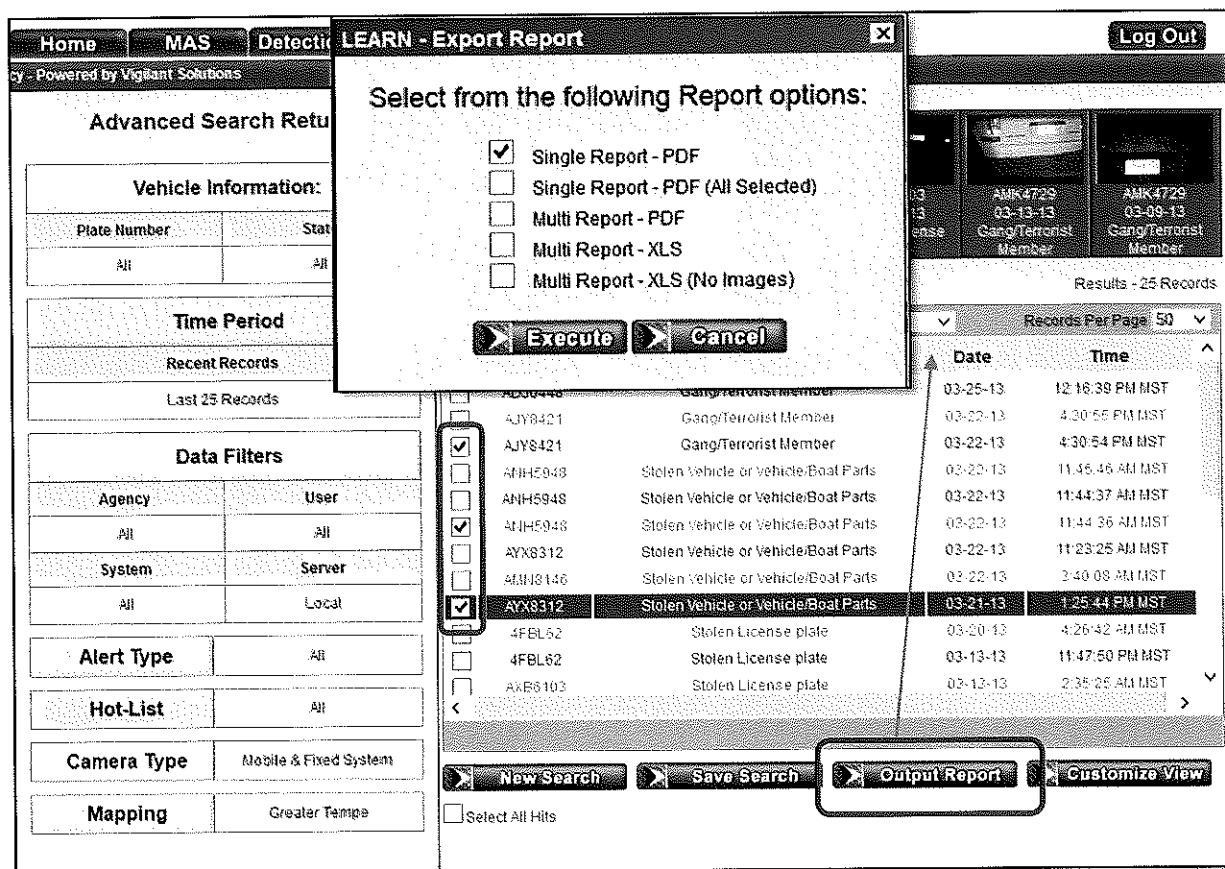
20.   The system must allow for advanced mapping to include street, satellite, and birds eye views for investigations and planning of surveillance operations.

Vendor Response: Fully Comply - The MAS utility allows clients to access LPR Data in a Geographical Information Systems (GIS) user interface. The accessible records are a product of client scanned LPR Data records matched against client loaded target vehicle Hot-Lists. Each time a new Detection record from the client LPR system is transferred to the LEARN-NVLS server, it is matched against existing Hot-List records. All positive matches are immediately made available for the client user to access (with appropriate permissions) via LEARN User account.

LEARN MAS Utility

Available Query Filters & Reporting Capabilities

Each Icon RepresentsTarget Hot-List 'Hit'

Data Table for LPR Record Access
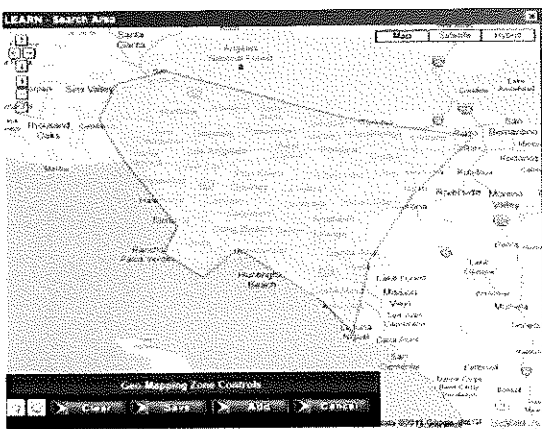
Target Geography

Gang/Terrorist Member	
Missing person	
Protection Order	
Sex Offender	
Stolen License plate	
Stolen Vehicle	
Wanted person	

21.   The system must provide multiple methods for downloading and uploading information between the vehicle and the back-office application including USB thumb drive and wireless.

Vendor Response: Fully Comply – Vigilant LEARN application allows manual uploading and downloading of both Detection, and Hot-List data via standard thumb drive. LEARN allows a 'Base Hot-List to be created at the server level, then exported to a standard USB hard drive for import into the ALPR client software PC/MDC. Similarly, each Vigilant ALPR client software allows export of Detection data to a standard USB hard drive for import into the LEARN server.

The more advantageous approach is to execute all server/client software transactions (data and software updates) wirelessly. The Vigilant ALPR system allows this over standard TCP/IP protocol, therefore accommodating a multitude of wireless schemes including 802.11 WIFI, Cellular, Broadband, and wireless mesh as a minimum.

22.   The system must provide a server network environment to facilitate the sharing of data.

Vendor Response: Fully Comply – Vigilant's LEARN server has both external and internal Data Sharing mechanisms architected and commercially developed for law enforcement practices. For more details, please see attachment #2 'LPR Data Sharing'.

23.   The system shall be JDXML Compliant to facilitate pending ALPR Data Standardization efforts from NIJ and IACP.

Vendor Response: Fully Comply - Vigilant's LEARN LPR application allows for competitive LPR data sharing to the LEARN database by way of external network connection to non-Vigilant LPR servers. Any competitive LPR server that is compliant to the National Institute of Justice License Plate Reader Database (NIJ-LPRD) standard for ALPR data sharing will seamlessly integrate to Vigilant's LEARN application and allow the following option to the Vigilant client LEA:

- Service which provides a data stream copy of all incoming LPR Detection records to be stored in the LEARN Agency account of the Vigilant client - which can subsequently be shared in the following manner (under direct discretion of the LEA Agency account manager):
    - Shared to the NVLS data pool for national LEA exposure
    - Shared to any other LEARN Agency account residing on the server
    - Accessible to an unlimited number of Agency Users, created by the LEA Agency manager
        - *Note: This option applies to both qualified and current PIPS and ELSAG LPR servers*

- OR -
- Connection to the competitive non-Vigilant ALPR server which allows each Agency User of the receiving LEARN Agency account to query data from the external LPR server
    - *Note: This option Only Applies to NIJ-LPRD servers*

24.   The system shall use Microsoft SQL as its database engine

Vendor Response: Fully Comply – Vigilant's LEARN has a Microsoft SQL 'database backbone'.

25.   The system shall allow for remote user setup, and networking capabilities, to facilitate querying and data sharing across agencies and jurisdictions.

Vendor Response: Fully Comply – Please see attachment entitled 'LPR Data Sharing'

26.   The client application for networked PC's and laptops must be a zero administration installation from a web page residing on the server.

Vendor Response: Fully Comply – The system is accessible and configurable via standard web browser.

27.   The client application for networked PC's and laptops must be compatible with Microsoft Windows XP and Microsoft Windows 7 in a VMWare environment and a non-virtual environment.

Vendor Response: Fully Comply – The ALPR client and server software applications are designed to function within the following operating system environments: Microsoft Windows XP, Vista, and Windows 7.

28.   Data and images stored in the system must have the capability to be printed as determined by the System Administrator.

Vendor Response: Fully Comply – The enterprise LEARN software allows permissions to extract report data on a user by user basis, whereby permissions for such are considered a privilege granted by the Agency Manager:
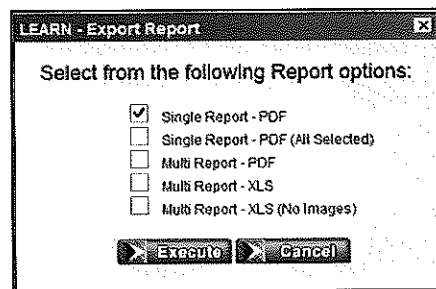
Console Access:

☐ Dashboards ☐ Reporting ☑ Force Audit

☐ Require Input

User Permissions

29.   An "Export to Excel" and "Print to pdf" function must be provided within the application for reads, hits, and reports.

Vendor Response: Fully Comply – Vigilant's LEARN offers data export in a number of formats, including PDF and XLS. The exports are done with or without images, as selected by the user.

LEARN - Export Report
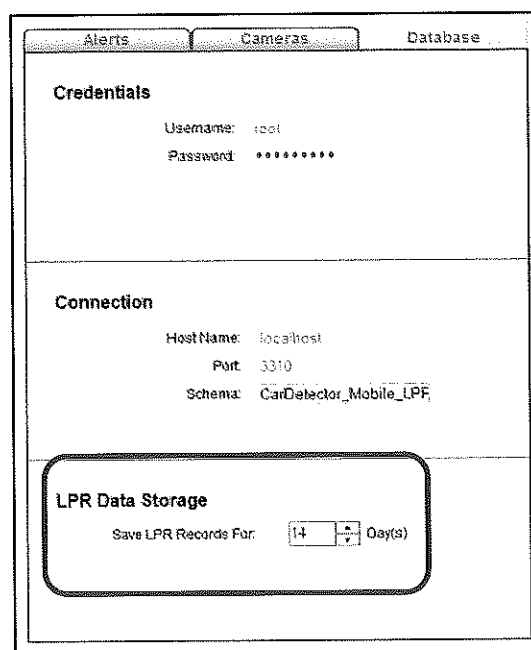
Select from the following Report options:

☑ Single Report - PDF
☐ Single Report - PDF (All Selected)
☐ Multi Report - PDF
☐ Multi Report - XLS
☐ Multi Report - XLS (No Images)

▶ Execute   ▶ Cancel

30.   The system must provide a method for automatically purging data at the device level, based upon the System Administrator's specifications.

Vendor Response: Fully Comply – LEARN allows for an 'Agency' based data retention plan as well as a system client based data retention plan:

Alerts | Cameras | Database

Credentials

Username: root
Password: ●●●●●●●●

Connection

Host Name: localhost
Port: 3310
Schema: CarDetector_Mobile_LPR

LPR Data Storage

Save LPR Records For: 14 ⬍ Day(s)

ALPR Client Software Data Retention

Agency Wide Data Retention

31.   The system shall feature a help menu within the application.

Vendor Response: Partially Comply – Help menus are limited for LEARN but fully available for all ALPR software client applications.

32.   The system shall allow for role-based access to individual reports.

Vendor Response: Not Necessary to Comply - Vigilant's LEARN software has taken ALPR report management one step further by assigning reporting capabilities to each user (on a user by user basis). This fully accommodates the role based access to individual reports, as each user may be considered role based within a group of pre-defined user permissions – please see response to Post # 28 this section.

33.   The system shall provide a standard email template to be used for email alert notifications, and shall allow customization of that email template.

Vendor Response: Do not Comply - LEARN's alert message mechanisms were designed to be effective when transmitted to users via SMS or Microsoft Outlook e-mail, but they are not available in template form and are not configurable by the user. The email notifications sent by LEARN, which includes all ALPR data information, are written with MIME encoding that allows for text-based message systems to render the useful textual information available. More elaborate MMS and HTML compliant email clients such as Microsoft's Outlook benefit from the work put into graphically presenting the image data in coordination with the textual data pertaining to a hit which allows the recipient to quickly glean necessary information to take action at a quick glance.

34.   The system shall allow for the automated and controlled deployment of a hotlist to any selection of cameras or mobile systems.

Vendor Response: Not Necessary to Comply – LEARN Hot-Lists are managed on a per user basis. This means that accessibility to Hot-List are permissioned to each of the various users by the Agency Manager, therefore allowing each of the client ALPR software systems to notify only those that personnel that are should be notified. This allows for a 'Master' agency set of Hot-List records to be managed by User and therefore applied to all cameras and all systems, but accessible and/or active only to those users that are permissioned and/or granted access. Once granted access, each user has the ability to configure Alert controls via 'My Profile' user login screen:
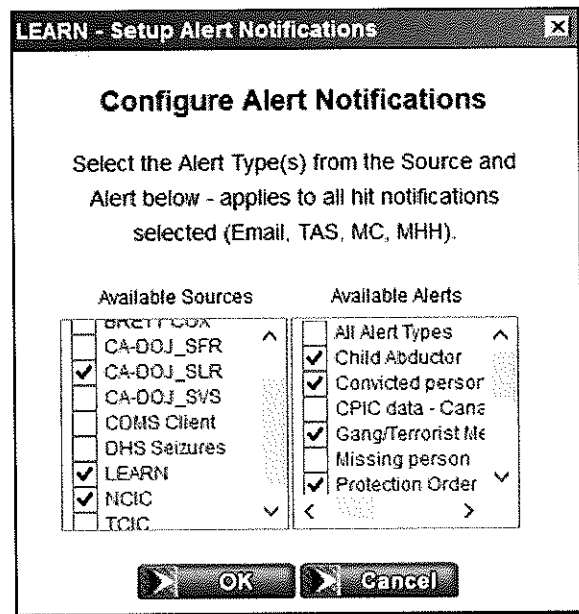
LEARN - Setup Alert Notifications

Configure Alert Notifications

Select the Alert Type(s) from the Source and
Alert below - applies to all hit notifications
selected (Email, TAS, MC, MHH).

Available Sources	Available Alerts
BRETT COX	All Alert Types
CA-DOJ_SFR	✔ Child Abductor
✔ CA-DOJ_SLR	✔ Convicted person
CA-DOJ_SVS	CPIC data - Cana
COMS Client	✔ Gang/Terrorist Me
DHS Seizures	Missing person
✔ LEARN	✔ Protection Order
✔ NCIC	
TCIC	

OK   Cancel

35.   The system shall allow for the notification rules to be set for a specific hotlist, allowing the administrator to define which user groups with defined roles receive alert notifications from a given hotlist.

Vendor Response: Fully Comply - The system is designed to render alerts based upon the permissions of the recipient. Hot-List records are classified as either 'Private/User based' or 'Public/Agency based'. A Private Hot-List Record is a confidential Hot-List record within the system assigned to one or more Users but not all. This assignment renders the Hot-List record only accessible by the assigned User(s) or otherwise considered Hot-List record owner(s). A Public Hot-List Record is a record assigned to all Agency Users, and correspondingly the Public Hot-List is accessible by the entire User group (Agency Users).

Alert notifications of matching Detections to Hot-List records are administered ONLY to users with assigned Hot-List record accessibility, not necessarily to the User acquiring the actual Detection record or the camera acquiring the data. This remains true for all Detection records that a given User has access to (being directly acquired, shared internally, or externally). If a private Hot-List record is placed on the LEARN server by a specific User (Hot-List record owner) then ONLY the corresponding User will receive Alert notifications for each accessible Detection record that matches their private Hot-List record.

36.   The system shall allow for the live monitoring of reads and/or hits from any number of fixed cameras or mobile systems, such as may be used in a dispatch facility.

Vendor Response: Fully Comply – This would be accomplished by use of the Target Alert Service (TAS) software which is included as an integral part of this RFP offering – for more details, please see attached section 'More to know about Vigilant'.

37.   The system shall allow retention limits to be set for data gathered based on the Administrator's data classification

Vendor Response: Fully Comply – Please see response to Post # 30 this section.

38.   The system shall support the automated, scheduled export of data selected on specified criteria to an Administrator specified FTP server, fileshare, or other storage.

Vendor Response: Do not Comply – This would be considered a custom feature which Vigilant would be open to providing for a fee not covered in this RFP and or as a negotiating point of the contract award.

39.   The system shall be a cloud based solution, compatible to interface with other agencies and other ALPR systems

and databases.

Vendor Response: Fully Comply – Please see attached document entitled 'LPR Data Sharing'.

Ability to Offer Alternate Delivery Platforms

Vigilant would be pleased to offer the following alternative ALPR platforms to the City of Tempe:

- Fixed camera (stationary mount) ALPR system
- Mobile camera 'Mobility Kit' ALPR system
- Self-Contained mobile/stationary ALPR system

Fixed (Stationary/pole mount) ALPR system: Vigilant offers seamless integration of stationary, or fixed (Fixed Camera ALPR system) to its premiere command and control software package, LEARN, to create a true enterprise solution. The Vigilant's Fixed Camera ALPR system is designed to manage up to 35 ALPR cameras (70 simultaneous Color /IR camera inputs) that are connected to a single server while utilizing state-of-the-art Infrared and color OCR technology. With the ALPR software allowing finite system controls, Vigilant's fixed camera ALPR system provides a proactive force multiplier that ensures, patrons and civilians receive protection benefit most commonly expected when utilizing 24/7 ALPR systems. Vigilant ALPR cameras are dual purpose and are used for both mobile and fixed field applications, therefore meeting the requirements of this RFP on all fronts. Within a single ruggedized NEMA 6 rated housing, the two cameras (IR and Color) have application specific IR illuminators that yield the industry's lowest visible IR signatures. As with the proposed mobile cameras, this includes independent/respective shutter and gain control, adjusted upon installation and dynamically adjusted by the end user to maximize performance.
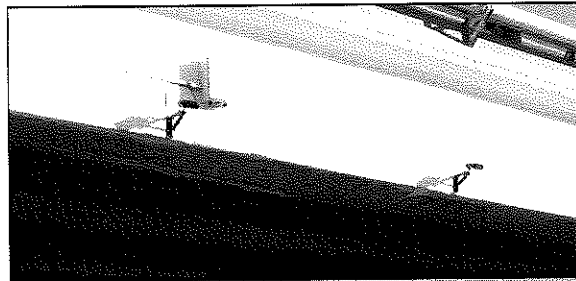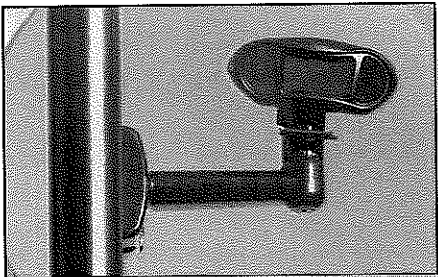
Mobile camera 'Mobility Kit' ALPR system: Vigilant recognized the importance for ALPR portability, and as such offers a leading solution to displacement of ALPR systems between patrol vehicles. The Vigilant ALPR 'Mobility Kit' is easily moved from one vehicle to another with little to no start up time requirement. The Vigilant Mobility Kit, in some cases considered 'Covert', is designed to be displaced into an environment with little to no visibility that, therefore playing a favorable role in 'secret' policing efforts.
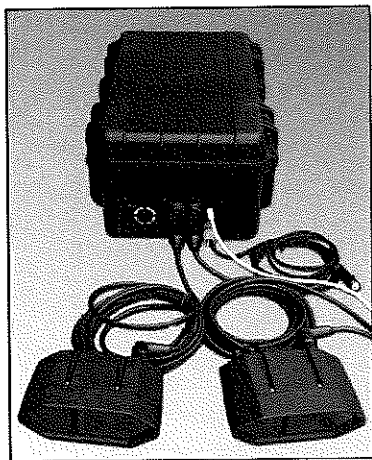
The Mobility Kit is designed such that all of the hardware required to run the typical hard mounted mobile ALPR system is included and housed inside a 'ruggedized hard case'. This would include the DSP, low profile cameras, camera cables, power supply cords, GPS device and crossover cable to connect to the MDC.

By design, any Tempe Police officer may take the entire ALPR system and rapidly move it from one vehicle to another, albeit marked or unmarked vehicle, with set up time taking only mere minutes. The cameras may be placed anywhere on the vehicle without interfering with any of the radios signals being transmitted or any of the systems electrical as the cameras cables are all RFI shielded. This rugged and rapidly deployable ALPR system is considered more covert and more conducive to 'secret' law enforcement operations because of its ease installation, low profile, near invisible IR signature and ease of camera placement and aiming. Simply plug in the Mobility Kits power supply cord into the vehicles 12 volt auxiliary and diminish the need for any hard wiring to the vehicles electrical system.

Self-Contained mobile/stationary ALPR system: Vigilant offers a 'Self-Contained' ALPR system designed for multi-purpose applications. The Self-Contained LPR system kit provides agencies with a way to rapidly deploy high-performance ALPR for special events, tactical operations such as roadside checkpoints, and speed trailer mount applications. For more information, please see attachment #5 entitled 'Self-Contained Fixed LPR Camera Kit'.

Method of Approach

Should Vigilant be awarded the Tempe ALPR project, we shall plan a focus meeting with all relevant parties to determine detailed 'next steps' plan of action. This would address details regarding training, hardware installation/implementation, software installation for both client and server applications. A resulting schedule of dates, times, and action items would be established and accepted by all parties with Vigilant provide a final project plan. In addition to the outlined project plan, Vigilant would include/address the following items:

- Roles and contacts list with all participants (Name, phone number, mobile number, email)
- Description of system Start Up and Commissioning process (requires client sign off when complete)
- Outline of the process with client expectations, readiness, and step by step timeline of events

Vigilant shall request the following prior to commencing onsite installation and/or services:

- Confirmation and acceptance of the project plan for hardware installation, system start up and commissioning
- Dates and location for installation services
- Agency appointed project coordinator (phone number, mobile number, email, and Supervisor info)

Hardware installation:

Currently the anticipated field installer for the ALPR hardware systems is American Emergency Products (AEP). As a four year certified installation partner of Vigilant products, AEP (located in Phoenix Arizona) offers the City of Tempe local support staff dedicated to Arizona region success. However, Vigilant is more than willing to entertain an alternative ALPR hardware installation partner that may be viewed by the City of Tempe as more favorable to meet City's needs.

Prior to the arrival of the Vigilant team, the City of Tempe appointed project coordinator will be offered step by step 'get ready' Site Specific Preparation Worksheets (SSPS) to review and complete, essentially a check list of items that will aid the system launch process. The SSPS will address items such as: cars identified for receiving ALPR hardware systems; pre-visit inspections; hazardous materials and personal items removed; MDC specifications; trunk clearance of non-fix mounted items; removal of firearms; etc. This aim of this phase of the process is to ensure a clean installation/efficient installation and afford the Vigilant team with the ability to ensure all hardware components are installed correctly and ready for configuration/launch without issue.

This proposal does not specify the inclusion of a service contract that would cover installation/reinstallation that may be related to any warranty items. However, Vigilant highly recommends that each agency embarking on the ALPR technology endeavor seeks a qualified contractor (i.e. AEP) to provide warranty services as may be needed of such components that are covered under manufacturer warranty and/or repair.

A key point to consider regarding ongoing maintenance is that all hardware components of the hardware system have been designed to be 'hot swappable', therefore limiting time and required expertise for hardware change outs should failure occur.

Software installation, System Start Up, and Commissioning:

Post completion of the ALPR hardware components installation, a Vigilant certified technician will implement System Start Up, & Commissioning (SSU&C) followed by scheduled end user training. The objective of the SSU&C and training phase will be the following:

- Software installation on client provided MDC Unit
- In vehicle network configuration with hardware testing and verification
- System configuration of all CDMS application settings

- Software feature testing including field trial
- Server communication analysis and testing

It is anticipated that the SSU&C process will require three (3) days of onsite work for up to five (5) ALPR systems. The SSU&C site work will be scheduled and coordinated to follow completion of the hardware installation, whereby Vigilant SSU&C engineer(s) will work with the City of Tempe Project lead to coordinator necessary tasks required to bring each of the ALPR systems to a fully operational level. Subsequent to SSU&C completion, end user training shall commence, thereby offering all designated users operator training according to the pre-approved project plan.

Training:

The aim of the ALPR end user training course is to train end users (and possible instructors) in the use and maintenance of the Vigilant ALPR solution, including both client and server software applications. Each ALPR user will receive training on the following applications as a minimum: LEARN, Mobile Companion, CarDetector, and Target Alert Service (TAS).

Objectives:

- Provide end user team with a method to implement and maintain Vigilant ALPR system training
- Educate client team to all facets of the Vigilant suite of ALPR software applications
- Develop client team skills regarding both in field and back office ALPR system use
- Disseminate software documentation

Course Subjects:

- How to install Software Vigilant ALPR software onto client Mobile Data Computer (MDC) units
- Fundamentals of ALPR software use
    - LEARN - Agency and User accounts
    - CarDetector – In vehicle ALPR software usage
    - CarDetector - Mobile Hit Hunter (if Hosted)
    - Mobile Companion for Smart Phones (if Hosted)
    - Target Alert Service (TAS)
    - Stakeout (if Hosted)
- Archiving, Data Retention, Data Sharing & Data Management
- ALPR practical use exercises – both classroom and field examples
- ALPR Team management

Support - Hardware Component Replacement:

The process of managing hardware warranty issues (should they arise) is simple. If a specific hardware component is found to be defective, and covered under warranty, the client Technical Support Agent (TSA) may easily claim the component warranty via Vigilant's Return Material Authorization (RMA) web page on Vigilant's website.

A Vigilant solutions parts and components replacement specialist will immediately contact the warranty requestor and make arrangements for expedient replacement. It is then responsibility of the end user to deliver the failed component to Vigilant. Vigilant assumes responsibility to ship the replacement component to the client using standard carrier services. Vigilant currently stocks all major components of all our CDMS systems at the HQ site in Livermore California – two day delivery is standard for AZ based shipments.

Support – Software Troubleshooting:

In the event of a software failure, the client TSA should contact Vigilant's technical support division. The requesting TSA will look forward to resolving the issues via phone with Vigilant's technical support staff. If a verbal walk through proves to be insufficient, the next method is for the technical support agent to set up an online GoToMeeting web based connection to the vehicle (via MDC wireless transmission). This will afford Vigilant technical support staff the ability to troubleshoot issues and determine root cause. If a software fix is necessary, Vigilant's tech support team will generate a software 'fix' and then administer such to the appointed client TSA for distribution through the automated software update network, i.e. to the client ALPR application.

Support - Software 'Bug/Enhancement' Management:

As bugs are found from time to time within the ALPR system, when reported to Vigilant these impurities are logged/tracked through the Vigilant Mantis bug tracker system. With Vigilant's strong core competency in software development and development evolution (with intellectual property ownership in its entirety, including the Optical Character Recognition libraries), Vigilant is uniquely positioned to expediently offer bug fixes across the span of the entire suite of its ALPR applications. This includes performance enhancements related to LP construction & design changes.

Support - Path to Resolution:

Vigilant shall provide unlimited hardware and software support throughout the duration of the proposed Enterprise Licensing Period - at no additional cost. In the event an issue arises, client TSAs should first contact Vigilant technical support staff. Vigilant technical support calls are fielded by the first available technicians, with an anticipated goal of responding to such requests within one hour or less during normal operating hours. If possible, the issue is resolved by way of teleconference or remote client connection service troubleshooting. More serious issues are escalated and may require development changes. In these rare cases an issue ticket/report is entered with the Vigilant support/resolutions team. For escalated hardware issues, an advance replacement component may be dispatched the same day.

Support - Software Updates:

Vigilant may release up to three (3) major software updates annually, with several minor enhancement updates intermittently throughout the year. Vigilant Enterprise License holders are entitled to all of these updates at no additional charge. When software updates are made available by Vigilant, the client TSA will receive an email notification announcing such, and will have the ability to administer the update to the ALPR user team. This may be done automatically via 'batch' distribution of the software through the ALPR network to any in vehicle ALPR systems.

Software integration with Versaterm/Versadex:

Vigilant is open to establishing integration of the ALPR system to existing CAD systems, including the Versaterm/Versadex software. Vigilant's ALPR systems has a flexible architecture conducive to 'pipelining' data from the LEARN server to 3rd party software applications such as the Versaterm/Versadex software.

Based on the RFP questionnaire response, we understand the City of Tempe is trying accomplish two (2) primary goals:

1. Integrate a Hot-List (or target vehicle list) from the Versaterm/Versadex platform to be used with the ALPR system
2. Integrate the ability for a Versaterm/Versadex user to query vehicle location data from the ALPR system

The first goal would be fully accomplished. This would only require the following steps:

1. Conforming the data to match a LEARN Hot-List format via standard ALPR Hot-List template
2. Connect the LEARN server to the Versaterm/Versadex server
3. Automate a scheduled routine for importing updates of the list

All three steps are virtually commercially available 'out of the box' with LEARN. The main task would be to ensure that

Versaterm/Versadex is configured to 'drop' a copy of the Hot-List to a secure directory accessible by the LEARN server. If this is not already available, the Vigilant technical support team would be happy to intervene and create such an update cheme. This may warrant a nominal 'Professional Services' fee.

The second goal may be achieved numerous ways. Depending on the Versaterm/Versadex, a simple web service may be used from the Versaterm/Versadex platform to conduct specific target plate look ups and therefore return any corresponding ALPR data. This would require a 'Professional Services' fee by the Vigilant technical support team which would be agreed and accepted prior to execution.

Vigilant sees no issues accomplishing both goals.

Data Sharing

The system being offered is compliant with the data standard established by the National Institute of Justice and with the Global Justice SML Data Model (GJXDM) and National Information Exchange Model (NIEM) standards and practices. Additionally, Vigilant recommends an in depth discussion with the appropriate IT staff in order to select a Data Sharing method that will be most suitable for the Agency and/or the regional efforts already in motion.

Vigilant welcomes any request from Tempe to demonstrate the ability to interact with external ALPR servers and assumes these external severs shall be equally compliant with the NIJ/LPRD data sharing standard protocol. For more information please see attached 'LPR Data Sharing' section.

Community Protection Program

The City of Tempe should know that the City of Mesa is in the final stages of acquiring 10 mobile ALPR systems by Vigilant via Vigilant's city-wide Community Protection Program (CPP). The cost that the City of Mesa will pay is $0.

CPP is designed to afford municipalities the ability to identify and act upon the municipal debt which in some cases may be upwards of 10's of millions of dollars. CPP is aimed at aiding the recovery of such revenue resulting in delivery of much needed funds returning to a given City's infrastructure, all while allowing the municipality full use of ALPR systems at no cost. It is worthy of noting that all data being acquired is intended to be shared to surrounding municipalities. **_Furthermore, Vigilant Solutions is willing to add five (5) 2-Camera ALPR systems to this proposal at no cost should the City of Tempe participate in CPP._**

Vigilant Managed/Hosted ALPR server Vs. Client Managed/Hosted ALPR server:

The client managed/hosted ALPR server option allows the end user client to manage and host its own ALPR database server (LEARN). Vigilant's offer affords the City of Tempe an unlimited use license to operate the LEARN ALPR server software application, to be installed on hardware provided and maintained by the City of Tempe. The City of Tempe's IT personnel would need to be responsible for maintenance, receiving and installing software upgrades, and continued growth of hardware scaling as the data storage and user access requirements evolve. Vigilant shall fully supports this endeavor with offsite technical support, delivering software updates to the designated client TSA, including 'on demand' training services. The hardware requirements for a regional server to manage the client managed/hosted ALPR server are available in attachment #6 entitled 'LEARN – Minimum Hardware Requirements'.

As a part of Vigilant's Enterprise License Agreement, an unlimited managed/hosted ALPR account is available as an integral part of this RFP response offer. It should be duly noted that Vigilant is the only ALPR vendor in the United States that offers a proven managed/hosted ALPR server solution in an FBI audit compliant server facility, with hundreds of Vigilant LEA 'in production' clients, located in the state of Virginia. This option provides LEAs with several advantages:

1. All hardware is provided and maintained by Vigilant – this saves LEA valuable resources and manpower
2. Each Agency is afforded the opportunity to share LPR data to the national ALPR data pool (NVLS)
3. Each Agency may make web access accounts available for all LEO affiliates to further make use of ALPR data

4. Each Agency may share ALPR data to any connected ALPR server and/or any LEA Agency account already residing on the national ALPR server – this includes almost three hundred (300) existing LEA agency accounts

5. Vigilant offers a mobile companion ALPR application for a smartphones (iPhone or Android) which is an extension of the Vigilant ALPR program – when an LEA utilizes Vigilant 's managed/hosted LPR solution, the mobile companion is integrated to the Agency's ALPR server account – this allows an unlimited number of smart ALPR phone scanners to be used by the Vigilant client LEA

6. All software updates are administered to the centralized ALPR server, and therefore are seamless to the Vigilant client LEA user group – this frees LEA resources that are not needed in order to operate a successful law enforcement ALPR program across a large pool of LEA users

7. Vigilant offers extended 'Private LPR Data' access to each in vehicle ALPR client application connected to the managed/hosted ALPR data server via special industry feature 'CarDetector – Mobile Hit Hunter'

   a. The client application connected to the managed/hosted LEARN server application shall deliver to matches of Private Data LPR detections against client loaded Hot-List records, scanned by Vigilant 's licensed Fleet Operators - these Private LPR Data 'Hits' will provided credentialed Law Enforcement officers lead data as to where target/wanted vehicles have been located and are predicted to remain or return – this is done within the proximity of a six (6) mile diameter of the 'at any time' location of the LEA patrol vehicle operating the Vigilant ALPR software

VIGILANT

Project Team

Bill Quinlan – Responsible for all US based ALPR sales and customer acceptance/satisfaction.
National Sales Manager
312-925-8160
bill.quinlan@vigilantsolutions.com

Joe Harzewski – Responsible for overall sales strategy, implementation, progress and customer fulfillment.
Vice President of Sales
818-915-8085
Joe.harzewski@vigilantsolutions.com

Brett Cox – Responsible for all West coast state sales
Regional Sales Manager
559-321-1910
brett.cox@vigilantsolutions.com

Randy Robinson – Responsible for certified partnerships that execute field services
Channel Development Manager
949-350-3486
Randy.robinson@vigilantsolutions.com

Dion Emory – Responsible for the success of all new client System Start Up, Commissioning & Training
Post Sales / Field Services Manager
323-208-2711
Dion.emory@vigilantsolutions.com

Experience

Vigilant has been selling and supporting ALPR systems since its founding in 2005. More than 200 public safety agencies in the U.S. utilize the Vigilant ALPR systems. In addition, Vigilant shares its LPR data from our national LPR data server with more than 3,000 public safety organizations in the U.S, serving more than 30,000 U.S. based law enforcement personnel.

References:

Anaheim Police Department (Data sharing with 21 California based law enforcement agencies)
Ryan Tisdale - Special Operations
(714) 765-3838
rtisdale@anaheim.net

ALPR deployment with twenty two (22) Law Enforcement Agencies utilizing CarDetector Mobile LPR systems with one (1) single hosted/managed LPR server – Vigilant's national LPR LEARN server.

Fort Worth Police Department (Data sharing with six (6) Texas based law enforcement agencies)
Officer Corey Autrey
(817) 378-1500
corey.autrey@fortworthgov.org

ALPR deployment utilizing CarDetector Mobile LPR systems.

Colorado State Patrol (Not Sharing ALPR data)
Captain David Santos
(303) 239-5779
david.santos@cdps.state.co.us

ALPR deployment utilizing CarDetector Mobile LPR systems.

Further responses may be made available, including Arizona and/or surrounding states, throughout the 'Clarifications and Negotiations' phase of the City of Tempe's RFP process.

VIGILANT

Timeline

With an Award Date of May 9, 2013 Vigilant offers the following implementation timeline:

- May 9th – City of Tempe bid awarded to vendor
- May 16th – Vendor acceptance of purchase contract / purchase order
- June 10th – Vendor shipment of all hardware to City of Tempe designated receiving point
- June 14th – City of Tempe to receive order shipment
- Week of June 17th – Physical installation of five (5) ALPR systems in Tempe PD police vehicles
- Week of June 24th – Certified System Start Up, Commissioning, and End User Training
- Week of June 30th – City of Tempe acceptance of vendor ALPR systems

It should be duly noted that the above schedule is reasonable and would achieve completion approximately five (5) weeks in advance of the City of Tempe's implementation goal.

VIGILANT

Warranty

Vigilant includes a one (1) year warranty standard with all ALPR systems. If a specific hardware component is found to be defective, and covered under warranty, the Agency appointed project coordinator (or other designated individual) can easily claim the component under warranty via Vigilant's Return Material Authorization web page. A Vigilant parts and components replacement specialist will immediately contact the warranty part requestor and make arrangements for expedient replacement. It is then responsibility of the end user to deliver the failed component to Vigilant. Vigilant assumes responsibility to ship the replacement component to the client using standard carrier services. Vigilant currently stocks all major components of all our CDMS systems at the HQ site in Livermore, California - next day delivery is standard for California based shipments. All hardware components of the CDMS in vehicle system have been designed to be hot swappable, therefore limiting time and required expertise for hardware change outs should failure occur. For more information on the standard warranty, please see attachment 7 entitled 'Vigilant Solutions – Limited One (1) Year Hardware Warranty Policy'.

For customers that require a longer term warranty period, Vigilant offers an extended hardware warranty. The extended warranty provides hardware coverage for three (3) years for an additional fee. Details on the extended warranty offering are available in attachment 8 entitled 'Vigilant Solutions – Extended Hardware Warranty Policy'.

VIGILANT

Pricing Section

ITEM NO.	DESCRIPTION OF REQUIRED MATERIAL, SERVICE OR CONSTRUCTION	QTY	UNIT	UNIT PRICE	EXTENDED PRICE
Firms shall price the ALPR products to include all freight and installation costs and functionality as described in the Scope of Work section. The City plans to initially outfit a combination of patrol and unmarked vehicles (5 vehicles) with mobile ALPR products.
**Hardware for Mobile ALPR System**
1.	Pricing for a two (2) camera mobile ALPR system in accordance with specifications to include delivery, set-up, installation, one-year warranty (Training Quoted Below – See Line Item 1-3A)	1	EA	$ 12,350.00	$ 12,350.00
		1	EA	EAD	-$1,850.00
		1	EA	$10,500.00	$10,500.00
	Mfg. and Model Offered: Vigilant Solutions – CarDetector Warranty Term: Standard One Year		Early Adopter Discount (EAD) available with initial purchase only, applied to a maximum of ten (10) ALPR Systems, as a one-time offer.
2.	Pricing for a three (3) camera mobile ALPR system in accordance with specifications to include delivery, set-up, installation, one-year warranty (Training Quoted Below – See Line Item 1-3A)	1	EA	$ 14,350.00	$ 14,350.00
		1	EA	EAD	-$2,150.00
		1	EA	$12,200.00	$12,200.00
	Mfg. and Model Offered: Vigilant Solutions – CarDetector Warranty Term: Standard One Year		Early Adopter Discount (EAD) available with initial purchase only, applied to a maximum of ten (10) ALPR Systems, as a one-time offer.
3.	Pricing for a four (4) camera mobile ALPR system in accordance with specifications to include delivery, set-up, installation, one-year warranty (Training Quoted Below – See Line Item 1-3A)	1	EA	$ 16,350.00	$ 16,350.00
		1	EA	EAD	-$2,450.00
		1	EA	$13,900.00	$13,900.00
	Mfg. and Model Offered: Vigilant Solutions – CarDetector Warranty Term: Standard One Year		Early Adopter Discount (EAD) available with initial purchase only, applied to a maximum of ten (10) ALPR Systems, as a one-time offer.
1-3 A Training	One Training Session – End User application use for server and system client – includes training of all software modules. Available for an unlimited number of attendees – One full day training including in class and field exercises Price is per occurrence.	1	EA	$ 2,450.00	$ 2,450.00

Extended Warranty Options

4.	Pricing for annual extended warranty/maintenance contract for hardware (2-camera system)	1	Year	$ 1,000	$ 1,000
5.	Pricing for annual extended warranty/maintenance contract for hardware (3-camera system)	1	Year	$ 1,500	$ 1,500
6.	Pricing for annual extended warranty/maintenance contract for hardware (4-camera system)	1	Year	$ 2,000	$ 2,000

Software Licensing/Support

7	Annual Software Licensing/Support Fee for City-Hosted Solution				
7-A.	Hardware Server for up to 15 Mobile LPR Systems (Includes Operating Systems and Database Application)	1	EA	$6,500.00	$6,500.00
7-B.	Purchase of Server software (LEARN)	1	EA	$10,500.00	$10,500.00
7-C.	Software Warranty & Maintenance for server (LEARN)	1	Year	$4,500.00	$4,500.00
8.	Indicate if a catalog discount or specific pricing is available for purchasing additional ALPR products including fixed and portable systems that may be acquired at a future date. Catalog Name_____ Discount Percent: _____		This is Not Available		
9A.	List out any additional items that will be required to fully delivery and furnish the products as specified. Vigilant has presented in this RFP all that is required for the City of Tempe to meet its goals. One way to further LPR LEA practices for Tempe PD would be to utilize Vigilant's Private LPR Data services which will be made available with this RFP at no charge for a period of two (2) years. This is a Value of $50,000 – Attachment #4 'Private LPR Data Service'	2	Year	$25,000.00	$ Free full data access for two (2) years with selection of Vigilant as Contract award recipient
9B.	List out any additional items that will be required to fully delivery and furnish the products as specified. Another way to further LPR LEA practices for Tempe PD would be to utilize Vigilant's NVLS Tier II service which be made available with this RFP at no charge for five (5) users for a period of two (2) years. This is a Value of $15,000 – See attachment #3 'NVLS Tier II Service'	10	Year	$1,500.00	$ Free full data access for two (2) years with selection of Vigilant as Contract award recipient
10.	Provide optional pricing for annual software maintenance and support using Vendor-Hosted/Cloud solution		Below		

10-A.	Full LPR Data Hosting via secure National LPR data server. This includes a full software warranty and maintenance program for all Vigilant applications use by client: LEARN, CarDetector (fixed or mobile) & Target Alert Service with an unlimited user license for each	1	Year	$500.00 Per LPR Camera	$500.00 Per LPR Camera
		1	EAD	-$150.00 Per LPR Camera	-$150.00 Per LPR Camera
		1	Year	$350.00 Per LPR Camera	$350.00 Per LPR Camera
	Early Adopter Discount (EAD)				
10-B.	All benefits of Option 10-A plus: 1) Unlimited user license for the LEARN Mobile Companion for Smart Phones; and 2) unlimited use of the CarDetector - Mobile Hit Hunter Criminal Location Intelligence service	1	Year	$725.00 Per LPR Camera	$725.00 Per LPR Camera
		1	EAD	-$150.00 Per LPR Camera	-$150.00 Per LPR Camera
		1	Year	$575.00 Per LPR Camera	$575.00 Per LPR Camera
	Early Adopter Discount (EAD)				
Inter-Agency Integration					
11.	Describe any and all costs that would be applicable for integrating the Mobile ALPR solution with surrounding municipalities.				
		Please see attachment #2 entitled 'LPR Data Sharing'			
Portable ALPR System					
12.	Provide costs for providing a portable "speed trailer/ALPR" portable unit. Describe systems hardware and functionality that would be included with system.	1	Ea. (1-Camera)	$ 12,580.00	$ 12,580.00
	Please see attachment #5 entitled 'Self-Contained Fixed LPR Camera Kit'	1	Ea. (2-Camera)	$ 15,580.00	$ 15,580.00
Existing ALPR System Trade In					
13.	Offer the price to provide a new mobile ALPR system in exchange for each of the City's existing ALPR Systems.	1	Ea.	$ 7,175.00	$ 7,175.00
	Up to three (3) ALPR systems trade ins allowed Valid w/ award of five (5) new systems Trade ins to be fully functional w/ all components				

Contract Documents

Vigilant offers an Enterprise Licensing Agreement as an integral part of this response. Please see attached #1 entitled 'Vigilant Enterprise License Agreement'. It important to note that acceptance of the proposed Enterprise Licensing Agreement would render the City of Tempe's RFP 'Special Terms and Conditions – Paragraph # 18' section no longer applicable to an awarded contract.

Vigilant accepts all other City of Tempe RFP 'Standard' and 'Special' Terms and Conditions.

Value Added Benefit # 1 – National Vehicle Location Service - NVLS

Unlike all other ALPR vendors, Vigilant is not only an ALPR solutions provider but also a practitioner like all of our end users. Everyday Vigilant aids in the management of the thousands of ALPR systems deployed nationwide for the purpose of collecting ALPR Detections. It is through the day to day activities of managing these systems that Vigilant has developed an expertise unlike any other ALPR provider. As a result, Vigilant has quickly become the dominant market leader related to deploying ALPR technologies into the asset recovery markets and has created strong business relationships with hundreds of private LPR Fleet Operators (LFOs) who utilize Vigilant's LPR product to gather vehicle license plate data in the course of conducting their business. LFOs, for business reasons, gather vehicle license plate data in locations where vehicles may reasonably be expected to remain or re-appear for an extended period of time (i.e. residential areas, apartment complexes and business office complexes with large employee parking areas.) This is a key ideology for LFO data gathering. Again, the general philosophy held by LFOs is to scan license plates in areas whereby vehicles can reasonably be predicted to remain or return again in the future. This is in direct contrast to the majority of ALPR data gathered by LEAs wherein such data is gathered from vehicles "in-transit" so that the LEA might have the additional benefit of immediately connecting the officer with the vehicle as it is scanned. While LEA in-transit scanning is preferred as it relates to enforcing laws and making arrests, the scanning of parked cars where people eat, sleep, live and work is much preferred as it relates to using LPR data for LEA forensic investigations. It is this data that provides the added insight into areas where wanted criminals are located.

Private Data Access for LEAs

Current ALPR Detections data acquired by LFO's that is geographically represented in a scan density map (see image below) indicating the areas of coverage where ALPR Detection Data may be used by LEAs like Tempe PD.
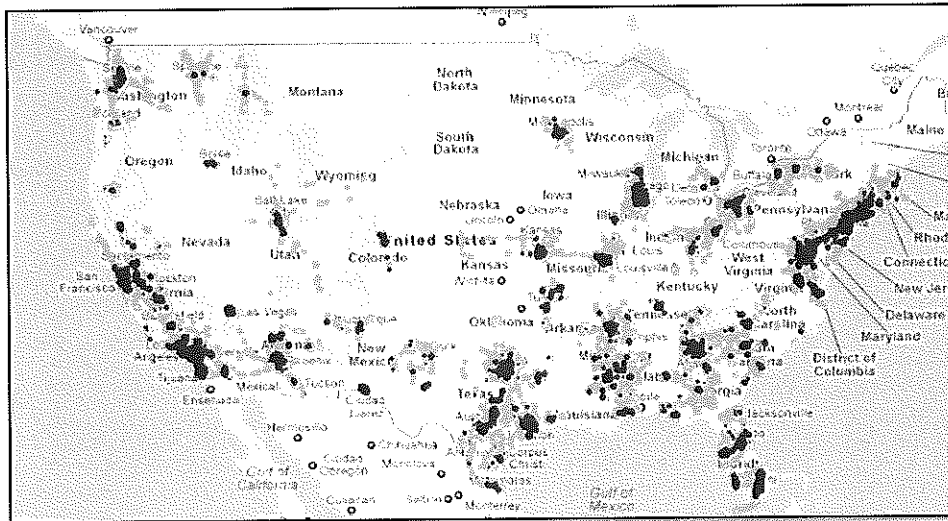
In addition to Private LPR data access, should Tempe Police Department elect to have Vigilant host their LEARN-NVLS database application on the Vigilant NVLS Server, you may elect to contribute your LPR Detection records to the NVLS program (shared for access by participating LEAs). In such cases, the same LPR Detection record information (listed above) is pooled into the NVLS data for use by Law Enforcement only. The LPR data shared with the NVLS LPR <u>data pool is made accessible ONLY to NVLS participants</u>. This is done strictly by permission granted from the participating LEA under the LEARN-NVLS LEA Server Acceptable Use Policy.

VIGILANT SOLUTIONS

- NVLS -

Only Available to
Approved Law Enforcement
(By ORI Code)

- LEA Detection Data -

Shared to the NVLS Pool
(By LEA Election Only)

Private LPR Data
+
Shared LEA Data

NVLS Query
NVLS LPR Data Return
Private LPR Data
Shared LEA LPR Data

NVLS LPR Data Pool
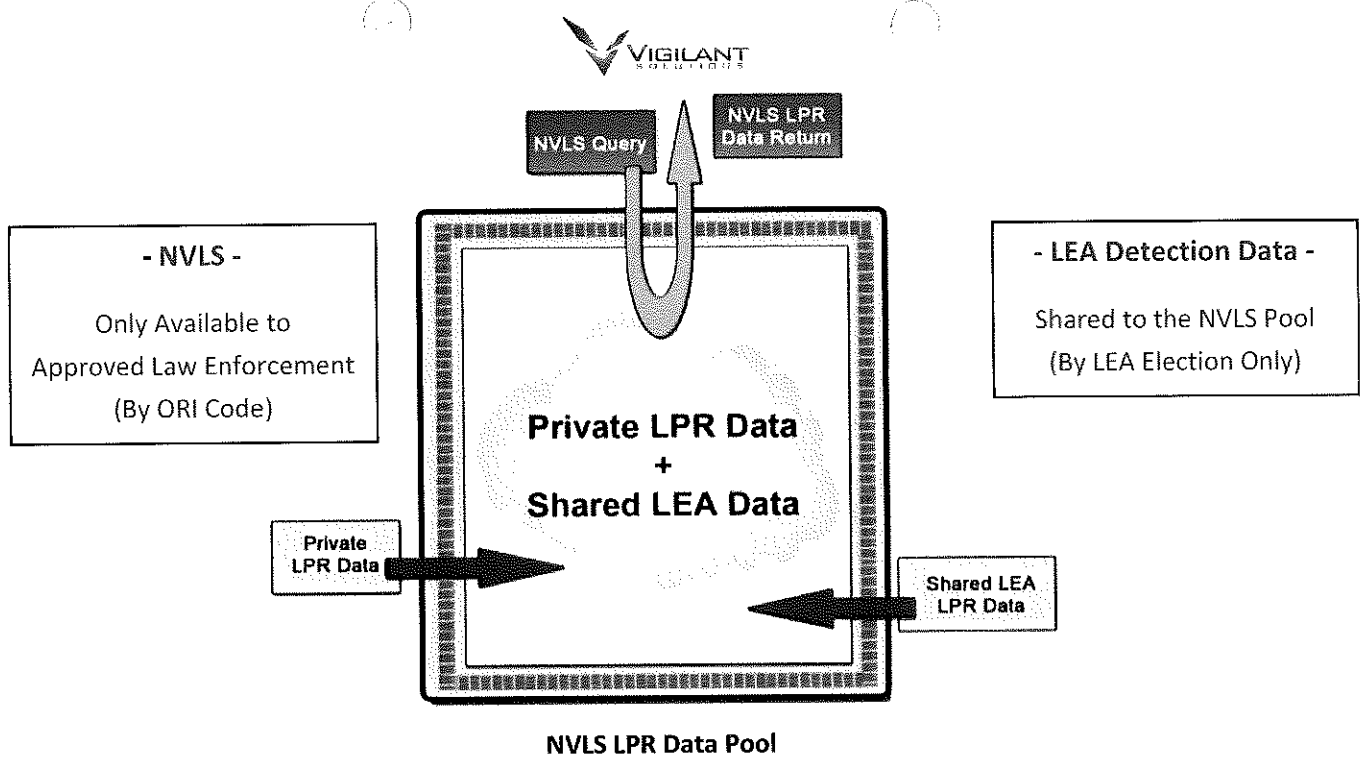
Current NVLS Offering

As of the first quarter of 2013, there were over 2,400 LFO LPR camera systems operating Vigilant's LPR systems across the country. In the early part of 2013, the average LPR data record volume acquired is in excess of 48,000,000 records monthly, with the overall capture expanding each month by millions of scans. Any LEA with a valid ORI code can take advantage of NVLS Private LPR Data access. To date, over 1,120,000,000 private LPR data records have been acquired and it is estimated that over 650,000,000 additional scans will be acquired during 2013 LFO operations. Sponsored by Vigilant, NVLS registration has become a FREE community service provided to LEAs whereby LEAs can comfortably access the LEARN-NVLS server, with a valid ORI code.

Offering the NVLS data service provides LEAs the ability to query Private LPR Data acquired by nationwide LFOs, creating safer communities and allows the City of Tempe PD to access data in areas where they would not typically enforce. When considering the importance of Data sharing within the LEA community in AZ, no other ALPR provider or LE agency's system has you more covered than Vigilant Solutions.

If the license plate being sought is available in the NVLS system, the approved registrant may view all matching LPR data records with date, time, vehicle and license plate image, and location map of the LPR Data Detection as is depicted below:
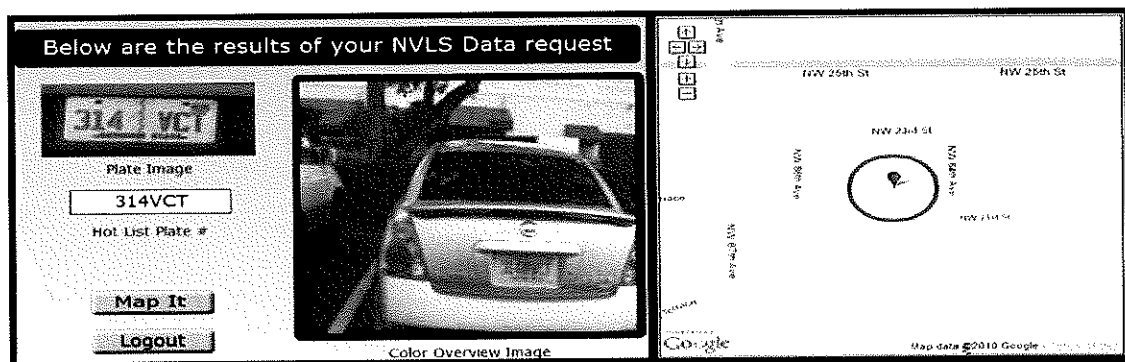
Example of Positive NVLS Data Record Return

National Vehicle Location Service in conjunction with LEARN - Taking Advantage of Today's Technology

A common factor that makes LEARN-NVLS such an effective tool for all LEAs is its easy access via the internet. LEAs are all connected in some form or fashion to the internet, whether it is public access or secure VPN connectivity. The LEARN-NVLS LPR database server is available for connection to any Agency and runs via web services that can be accessed via secure connection. All ALPR data is managed by utilizing a single server system. Database tables are efficiently queried according to the user's respective permissions, with such queries being made comprehensive when completed against a single nationwide LPR database.

Cost Effective Integrated Solution

A single national LPR data server has many benefits. LEARN-NVLS offers LEAs a cost effective integrated LPR data management program that lends itself to the aid of all LEAs across the country.

The NVLS offering for LEAs allows for access by LEAs that do not have the immediate budgets to purchase LPR technologies. NVLS no-cost registration and access is only made economically possible by offering a centralized IT approach that leverages the combination of available LEA funded participants together with centralized database & network layouts. The cost of server development and maintenance is supported by Vigilant's LPR system sales.

By adopting this centralized LPR approach, organizations may leverage the combination of available LEA funding and database and network technologies to achieve economies of great scale. The results produce lowering of overall costs, therefore augmenting and/or initiating further criminal investigations. Centralizing LPR data with LEARN-NVLS will greatly reduce the cost of LPR data intelligence to each and every participating LEA.

Security

The LEARN-NVLS server is a physically and logically secured server in an FBI audit-compliant data facility located in Virginia. All registering participants of the NVLS program are subject to ORI validation. It is the intention of Vigilant to maintain the greatest integrity regarding generally accepted LEA practices. As such, there are at least three current security check points of registration – 1) the requirement of registrants to submit an ORI code; 2) Validation of the ORI code and 3) the listing of the registrant's supervisor's contact information. With a valid ORI list provided by NVS for registration authentication purposes, the ORI validation is made based on the information provided and/or contact with the registrant's supervisor. The NVLS system is not intended for registrant access outside of those entities with ORIs.

Any and all NVLS vehicle location information is considered confidential and is not made available for public broadcast. Only registered LEAs and the NVLS administration team are granted access to query information. All NVLS information is securely stored via a secure password credentialed database table on the secure NVLS server.

Value Added Benefit # 2 – CarDetector - Mobile Hit Hunter Feature

If Tempe Police Department desires to locate wanted individuals via their Mobile ALPR systems, no other feature will add more value in the vehicle than Vigilant's 'Mobile Hit Hunter' (MHH). MHH is an advanced ALPR technology practice that provides access to 3rd party LPR data intelligence (i.e. wanted suspects) within a three (3) mile diametric proximity of the active LPR system operating in the field. The MHH feature essentially 'pipelines' the above mentioned private ALPR data Detection records via the NVLS data to the in-field CarDetector ALPR system when matched against the CarDetector operator's accessible Hot-List records. MHH is part of the CarDetector Mobile LPR software application for all hosted LEARN-NVLS clients. This is truly a force multiplier and value-added feature that no other ALPR provider can offer.

Typical Mobile Hit hunter - CarDetector GUI

In order to better understand the value proposition of the MHH feature and how its use can impact the City of Tempe's ALPR system user, consider the NVLS density map of the greater Phoenix, Tempe, Chandler and Mesa Region.

The map image below represent a typical thirty-day record view of private ALPR network scan activity in the form of a 'Rain Map'. The densities (concentrations) are represented in colors. This provides a visual representation into the Detections created by Vigilant's private LPR Licensed Fleet Operators (LFOs) and how they scan in the AZ region.

30 days of Detections created by Private Scanning Source (Tempe, Mesa, Chandler, Phoenix)

Vigilant's CarDetector Mobile ALPR application software, when connected to the national LEARN-NVLS ALPR database server for law enforcement, receives a 'pipeline' of private LPR data matched against client loaded Hot-List records. The criminal location data is transferred from the LEARN-NVLS server to the CarDetector software in the patrol vehicle & displays location data when the patrol vehicle is within three miles of a target vehicle sighting.

LEARN-NVLS National LPR Server

Vigilant Video manages and operates a Private (commercial) LPR network that scans approximately 1,240,000 vehicles each day across all major metropolitan areas within the United States

Private LPR Data is matched against client loaded Hot-List records and then 'Pipelined' down to the patrol vehicle.

Example LPR Data Density Map - Atlanta

Mobile Hit Hunter

Provides the LEO's with data intelligence access to vehicle locations of wanted suspects known to be previously located within three (3) miles of the officer's patrol vehicle location.

criminal location data pops up on a 'Target Scope' within the patrol car for officer verification and evaluation of necessary action.

Private Data Access

Matched against Agency Hot-List

- Data 'Pipeline' to Patrol Vehicle -

CarDetector - MHH

The CarDetector Mobile Hit Hunter Target Scope populates with Criminal Location data - within a 6 mile diameter - consisting of any LEA defined Hot List Alert Types.

All private network LPR data records are copied from the commercialized ALPR server that manages the network activity, and then transferred to the LEARN-NVLS national LPR data server. Should Tempe take advantage of Vigilant's Manage/Hosted LEARN server offering, the incoming ALPR data records are matched against LEA client Hot-Lists and then transmitted to the in-field CarDetector LPR system. Transmissions of such 'Hit' or 'Target Hot-List Matches' matches are coordinated with the CarDetector's reported location (when in operation in the field) and made available when the LEA operator is within a three (3) mile range of such vehicle Hit locations.

Value Added Benefit # 3 – Mobile Companion LPR Software for Smartphones

Vigilant's Mobile Companion is an advanced ALPR technology software application that provides Vigilant's software site license holders access to installing an unlimited number of LPR applications on an Android or iPhone based smartphone. Mobile Companion features essentially expand LPR technology to field officers that are afforded the capability of scanning license plates, performing database lookups (LEARN-NVLS database server), and receiving Hit notifications against client loaded Hot-List records.

The product is intended to enhance Tempe's ALPR reach and promote officer awareness for all users who do not have dedicated ALPR systems in vehicles. The Mobile Companion app will also allow all field investigators, foot patrol officers, and other certified personnel to gather field intelligence just by scanning license plates with their smartphone.

Android or iPhone Based LPR 'Mobile Companion'
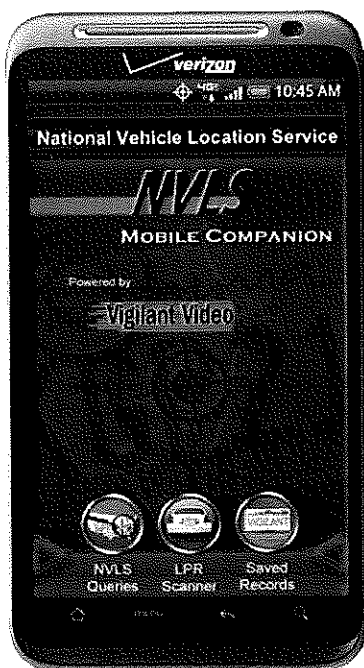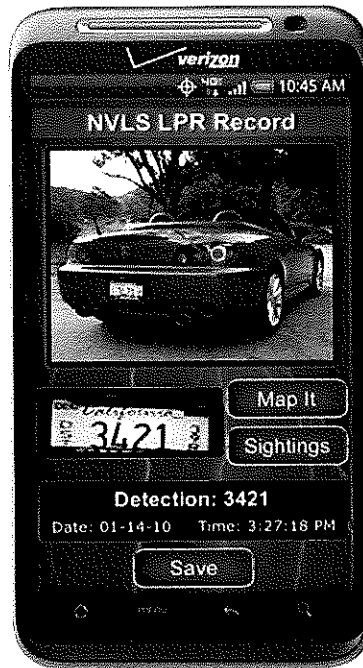
| Mobile Companion | Mobile Companion Detection Record | Mobile Companion Hit Record |
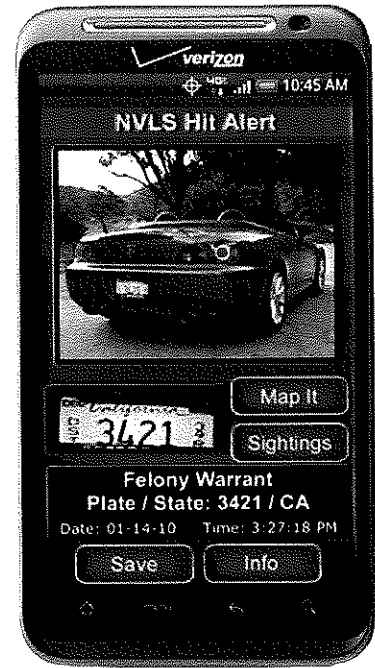
How it Works - For those clients that take advantage of Vigilant's centralized manage/hosted LPR server offering, the Mobile Companion connects directly to the Vigilant client LEARN account in conjunction with the National Vehicle Location Service (NVLS) account (http://nvls-lpr.com/nvls) to offer in-field LPR scanning capabilities, client Hot-List records checks (against LPR field scans), and a database look up feature. Existing Vigilant clients enjoy connecting the Mobile Companion directly to their LEARN Agency account so all field detections are stored in the LEARN client Agency and matched against client Hot-List records loaded to such.
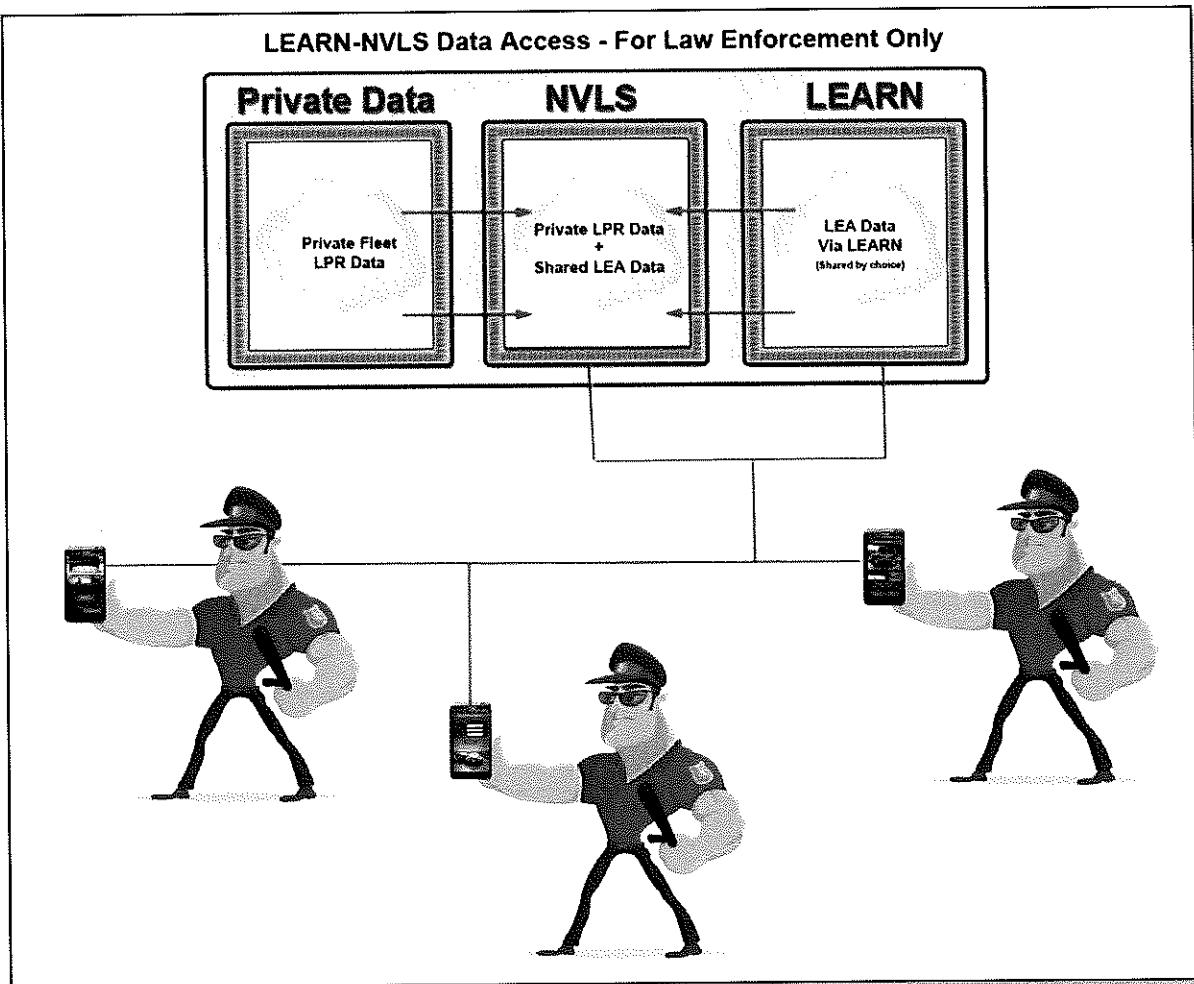
Typical LEARN & NVLS Mobile Companion Usage

Real World Use: Law Enforcement Officers in the field will be able to scan license plates to compare the vehicle against their department's loaded LPR "Hot-List" records. This includes any relational records that show previous or historical 'sightings' of the scanned vehicle. This will provide the Officer with a level of field acquired data intelligence otherwise not available. As suspicious vehicles become evident, every officer within the LEA will want to be equipped with LPR technology so as to better manage the associated dangers of their daily policing activities.

Mobile Companion points to consider:

- Compares field acquired vehicle Detection data against client loaded Hot-list(s)
- Provides LPR record lookups against client LEARN account and NVLS data pools
- Provides current vehicle situational awareness
- Increases officer safety in the field where it is needed most
- Available as an integral part of the Vigilant Enterprise License Program

VIGILANT SOLUTIONS

Attachment List

1. Vigilant Enterprise License Agreement
2. LPR Data Sharing
3. NVLS Tier II Service
4. Private LPR Data Service
5. Self-Contained Fixed LPR Camera Kit
6. LEARN - Minimum Hardware Requirements
7. Vigilant Solutions – Limited One (1) Year Hardware Warranty Policy
8. Vigilant Solutions - Extended Hardware Warranty Policy
9. Addendum 1 (Signed)
10. Addendum 2 (Signed)
11. Addendum 3 (Signed)

Attachment 1 – Vigilant Enterprise License Agreement

This Vigilant Solutions Enterprise License Agreement (the "Agreement") is made and entered into as of this_____ Day of _____, 2013 (the "Effective Date") by and between **Vigilant Solutions Inc.**, a Delaware corporation, having its principal place of business at 2021 Las Positas Court Suite # 101, Livermore, CA 94551 ("Vigilant") and _____ , a law enforcement agency or other governmental agency, having its principal place of business at_____("Licensee")

        WHEREAS, Vigilant designs, develops and licenses advanced video analysis software technologies for the law enforcement and security markets;

        WHEREAS, Licensee has separately purchased License Plate Recognition (LPR) hardware components from Vigilant and/or its authorized reseller for use with the Software Products (as defined below) to be licensed pursuant to this Agreement;

        WHEREAS, Licensee desires to license from Vigilant the Software Products for itself;

        THEREFORE, In consideration of the mutual covenants contained herein this Agreement, Licensee and Vigilant hereby agree as follows:

I.   Definitions:

"CLK" or **"Camera License Key"** means an electronic key that will permit the Software Products to be used with Vigilant LPR hardware components.

"Effective Date" has the meaning set forth in the first paragraph of this Agreement.

"Software Products" means Vigilant's Law Enforcement & Security suite of Software Products including CarDetector, Law Enforcement Archival & Reporting Network (LEARN), Mobile Companion for Smartphones, Target Alert Service (TAS) server/client alerting package and other software applications considered by Vigilant to be applicable for the benefit of law enforcement and security practices.

"Enterprise License" means a non-exclusive, non-transferable license to install and operate the Software Products, on any applicable media, without quantity or limitation. This Enterprise Licensing Agreement allows Licensee to install the Software Products on an unlimited number of devices, in accordance with the selected Service Package(s), and allow benefits of all rights granted hereunder this Agreement.

"Service Package" means the Licensee designated service options which defines the extent of use of the Software Products, in conjunction with rights granted hereunder this Agreement.

"Service Fee" means the amount due from Licensee prior to the execution and/or renewal of this Agreement as consideration for the continued use of the Software Products according to Section VIII of this Agreement.

"Service Period" has the meaning set forth in Section III (A) of this Agreement.

"Technical Support Agents" means Licensee's staff person specified in Section X (K)(2) of this Agreement responsible for administering the Software Products and acting as Licensee's Software Products support contact.

II. Enterprise License Grant; Duplication and Distribution Rights:

Subject to the terms and conditions of this Agreement, Vigilant hereby grants Licensee an Enterprise License to the Software Products for the Term provided in Section III below. Except as expressly permitted by this Agreement, Licensee or any third party acting on behalf of Licensee shall not copy, modify, distribute, loan, lease, resell, sublicense or otherwise transfer any right in the Software Products. Except as expressly permitted by this Agreement, no other rights are granted by implication, estoppels or otherwise. Licensee shall not eliminate, bypass, or in any way alter the copyright screen (also known as the "splash" screen) that may appear when Software Products are first started on any computer. Any use or redistribution of Software Products in a manner not explicitly stated in this Agreement, or not agreed to in writing by Vigilant is strictly prohibited.

III. Term; Termination.

A.   Term. The initial term of this Agreement is for one (1) year beginning on the Effective Date (the "Initial Term"), unless earlier terminated as provided herein. Sixty (60) days prior to the expiration of the Initial Term and each subsequent Service Period, Vigilant will provide Licensee with an invoice for the Service Fee due for the subsequent twelve (12) month period (each such period, a "Service Period"). This Agreement and the Enterprise License granted under this Agreement will be extended for a Service Period upon Licensee's payment of that Service Period's Service Fee, which is due 30 days prior to the expiration of the Initial Term or the existing Service Period, as the case may be. Pursuant to Section VIII below, Licensee may also pay in advance for more than one Service Period.

B.   Licensee Termination. Licensee may terminate this Agreement at any time by notifying Vigilant of the termination in writing thirty (30) days prior to the termination date, and deleting all copies of the Software Products. If Licensee terminates this Agreement prior to the end of the Initial Term, Vigilant will not refund or prorate any license fees, nor will it reduce or waive any license fees still owed to Vigilant by Licensee. Upon termination of the Enterprise License, Licensee shall immediately cease any further use of Software Products. If Licensee terminates this Agreement prior to the end of a Service Period, Vigilant shall refund to Licensee an amount calculated by multiplying the total amount of Service Fees paid by Licensee for the then-current Service Period by the percentage resulting from dividing the number of days remaining in the then-current Service Period, by 365.

C.   Vigilant Termination. Vigilant has the right to terminate this Agreement by providing thirty (30) days written notice to Licensee if Licensee violates any material term or condition of this Agreement, or for no reason at all. If Vigilant's termination notice is based on an alleged breach by Licensee, then Licensee shall have thirty (30) days from the date of its receipt of Vigilant's notice of termination, which shall set forth in detail Licensee's purported breach of this Agreement, to cure the alleged breach. If within thirty (30) days of written notice of violation from Vigilant Licensee has not reasonably cured the described breach of this Agreement, Licensee shall immediately discontinue all use of Software Products and certify to Vigilant that it has returned or destroyed all copies of Software Products in its possession or control. If Licensee terminates this Agreement prior to the end of a Service Period for no reason, and not based on Licensee's failure to cure the breach of a material term or condition of this Agreement, Vigilant shall refund to Licensee an amount calculated by multiplying the total amount of Service Fees paid by Licensee for the then-current Service Period by the percentage resulting from dividing the number of days remaining in the then-current Service Period, by 365.

IV. Warranty and Disclaimer; Infringement Protection; Use of Software Products Interface.

A.   Warranty and Disclaimer. Vigilant warrants that the Software Products will be free from all Significant Defects (as defined below) during the term of this Agreement (the "Warranty Period"). "Significant Defect" means a defect

in a Software Product that impedes the primary function of the Software Product. This warranty does not include products not manufactured by Vigilant. Vigilant will repair or replace any Software Product with a Significant Defect during the Warranty Period; *provided, however,* if Vigilant cannot substantially correct a Significant Defect in a commercially reasonable manner, Licensee may terminate this Agreement. The foregoing remedies are Licensee's exclusive remedy for defects in the Software Product. Vigilant shall not be responsible for labor charges for removal or reinstallation of defective software, charges for transportation, shipping or handling loss, unless such charges are due to Vigilant's gross negligence or intentional misconduct. Vigilant disclaims all warranties, expressed or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose. In no event shall Vigilant be liable for any damages whatsoever arising out of the use of, or inability to use, the Software Products.

B.   <u>Infringement Protection</u>. If Licensee's use of any portion of the Software Products or documentation provided to Licensee by Vigilant in connection with the Software Products is enjoined by a court of competent jurisdiction, Vigilant shall do one of the following at its option and expense within sixty (60) days of such enjoinment: (1) Procure for Licensee the right to use such infringing portion; (2) replace such infringing portion with a non-infringing portion providing equivalent functionality; or (3) modify the infringing portion so as to eliminate the infringement while providing equivalent functionality.

C.   <u>Use of Software Products Interface</u>. Under certain circumstances, it may be dangerous to operate a moving vehicle while attempting to operate a touch screen or laptop screen and any of their applications. It is agreed by Licensee that Licensee's users will be instructed to only utilize the interface to the Software Products at times when it is safe to do so. Vigilant is not liable for any accident caused by a result of distraction using this touch screen while operating a moving vehicle.

V.   Software Support, Warranty and Maintenance.

Licensee will receive technical support by submitting a support ticket to Vigilant's company support website or by sending an email to Vigilant's support team. Updates, patches and bug fixes of the Software Products will be made available to Licensee at no additional charge, although charges may be assessed if the Software Product is requested to be delivered on physical media. Vigilant will provide Software Products support to Licensee's Technical Support Agents through e-mail, fax and telephone.

VI.   Camera License Keys.

Licensee is entitled to use of the Software Products during the term of this Agreement to set up and install the Software Products on an unlimited number of media centers within Licensee's agency in accordance with selected Service Options. As Licensee installs additional units of the Software Products and connects them to LPR cameras, Licensee is required to obtain a Camera License Key (CLK) for each camera installed and considered in active service. A CLK can be obtained by Licensee by going to Vigilant's company support website and completing the online request form to Vigilant technical support staff. Within two (2) business days of Licensee's application for a CLK, Licensee's Technical Support Agent will receive the requested CLK that is set to expire on the last day of the Initial Term or the then-current Service Period, as the case may be.

VII.   Ownership of Software.

A.   <u>Ownership of Software Products</u>. The Software Products are copyrighted by Vigilant Solutions and remain the property of Vigilant Solutions. The license granted under this Agreement is not a sale of the Software Products or any

copy. Licensee owns the physical media on which the Software Products are installed, but Vigilant Solutions retains title and ownership of the Software Products and all other materials included as part of the Software Products.

B.   Rights in Software Products. Vigilant Solutions represents and warrants that: (1) it has title to the Software and the authority to grant license to use the Software Products; (2) it has the corporate power and authority and the legal right to grant the licenses contemplated by this Agreement; and (3) it has not and will not enter into agreements and will not take or fail to take action that causes its legal right or ability to grant such licenses to be restricted.

VIII.   Service Package, Fees and Payment Provisions.

A. Service Package. This Enterprise License Agreement is based on one (1) of the three (3) following Service Package Options. Please select one (1):

Please 'Check' One (1) Option

Service Package # 1 – Basic LPR Service Package:

☐
- Vigilant Managed/Hosted LPR server LEARN Account
- Access to all Vigilant Software including all upgrades and updates
- Unlimited user licensing for the following applications:
  - LEARN, CarDetector and TAS

Service Package # 2 – Standard LPR Service Package:

☐
- All Service Package # 1 benefits
- Unlimited use of CarDetector – Mobile Hit Hunter (CDMS-MHH)
- Unlimited use of Vigilant's LPR Mobile Companion smartphone application

Service Package # 3 – 'Piece of Mind' Service Package:

☐
- All Service Package # 2 benefits
- Unlimited use of Vigilant's 'Protection Alert' Hot-List data service
- Unlimited use of Vigilant's 'NVLS' Hot-List data service

B. Service Fee. Payment of each Service Fee entitles Licensee to all rights granted under this Agreement, including without limitation, use of the Software Products for the relevant Service Period, replacement of CLKs, and access to the updates and releases of the Software Products and associated equipment driver software to allow the Software Products to remain current and enable the best possible performance. The annual Service Fee due for a particular Service Period is based on the number of current Vigilant issued CLK's at the time of Service Fee invoicing, and which will be used by Licensee in the upcoming Service Period. A schedule of annual Service Fees is shown below:

Annual Service Fee Schedule	
Service Package # 1	$500 X of CLK's Issued
Service Package # 2	$725 X of CLK's Issued
Service Package # 3	$950 X of CLK's Issued

Payment of the Service Fee is due thirty (30) days prior to the renewal of the then-current Service Period. All Service Fees are exclusive of any sales, use, value-added or other federal, state or local taxes (excluding taxes based on Vigilant's net income) and Licensee agrees to pay any such tax.

B.   Advance Service Fee Payments. Vigilant Solutions will accept advanced Service Fee payments on a case by case basis. If Licensee makes advanced Service Fee payments to Vigilant Solutions, advanced payments to Vigilant Solutions will be applied in full to each subsequent Service Period's Service Fees until the balance of the credits is reduced to a zero balance. System based advanced credits shall be applied to subsequent Service Fees in the amount that entitles Licensee continued operation of the designated camera unit systems for the following Service Period until the credits are reduced to a zero balance.

C.   Price Adjustment. Vigilant has the right to increase or decrease the annual Service Fee from one Service Period to another; provided, however, that in no event will a Service Fee be increased by more than the greater of (i) 10% of the prior Service Period's Service Fees, and (ii) the published rate of inflation in the United States for the prior year then ended. If Vigilant intends to adjust the Service Fee for a subsequent Service Period, it must give Licensee notice of the proposed increase on or before the date that Vigilant invoices Licensee for the upcoming Service Period.

IX.   Miscellaneous.

A.   Limitation of Liability.   IN NO EVENT SHALL VIGILANT SOLUTIONS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES INCLUDING DAMAGES FOR LOSS OF USE, DATA OR PROFIT, ARISING OUT OF OR CONNECTED WITH THE USE OF THE SOFTWARE PRODUCTS, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF VIGILANT SOLUTIONS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. IN NO EVENT WILL VIGILANT SOLUTIONS'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE FEES PAID BY LICENSEE TO VIGILANT SOLUTIONS FOR THE SOFTWARE PRODUCTS LICENSED UNDER THIS AGREEMENT.

B.   Confidentiality. Licensee acknowledges that Software Products contain valuable and proprietary information of Vigilant Solutions and Licensee will not disassemble, decompile or reverse engineer any Software Products to gain access to confidential information of Vigilant Solutions.

C.   Assignment. Neither Vigilant Solutions nor Licensee is permitted to assign this Agreement without the prior written consent of the other party. Any attempted assignment without written consent is void.

D.   Amendment; Choice of Law. No amendment or modification of this Agreement shall be effective unless in writing and signed by authorized representatives of the parties. This Agreement shall be governed by the laws of the state of California without regard to its conflicts of law.

E.   Complete Agreement. This Agreement constitutes the final and complete agreement between the parties with respect to the subject matter hereof, and supersedes any prior or contemporaneous agreements, written or oral, with respect to such subject matter.

F.   Relationship. The relationship created hereby is that of contractor and customer and of licensor and licensee.   Nothing herein shall be construed to create a partnership, joint venture, or agency relationship between the parties hereto. Neither party shall have any authority to enter into agreements of any kind on behalf of the other and shall have no power or authority to bind or obligate the other in any manner to any third party. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Each

party hereto represents that it is acting on its own behalf and is not acting as an agent for or on behalf of any third party.

G.   No Rights in Third Parties. This agreement is entered into for the sole benefit of Vigilant Solutions and Licensee and their permitted successors, executors, representatives, administrators and assigns. Nothing in this Agreement shall be construed as giving any benefits, rights, remedies or claims to any other person, firm, corporation or other entity, including, without limitation, the general public or any member thereof, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries, property damage, or any other relief in law or equity in connection with this Agreement.

H.   Construction. The headings used in this Agreement are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement. Any term referencing time, days or period for performance shall be deemed calendar days and not business days, unless otherwise expressly provided herein.

I.   Severability. If any provision of this Agreement shall for any reason be held to be invalid, illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, such provision shall be construed so as to make it enforceable to the greatest extent permitted, such provision shall remain in effect to the greatest extent permitted and the remaining provisions of this Agreement shall remain in full force and effect.

J.   Federal Government. Any use, copy or disclosure of Software Products by the U.S. Government is subject to restrictions as set forth in this Agreement and as provided by DFARS 227.7202-1(a) and 227.7202-3(a) (1995), DFARS 252.227-7013(c)(1)(ii) (Oct 1988), FAR 12.212(a)(1995), FAR 52.227-19, or FAR 52.227 (ALT III), as applicable.

K.   Right to Audit. Licensee, upon thirty (30) days advanced written request to Vigilant Solutions, shall have the right to investigate, examine, and audit any and all necessary non-financial books, papers, documents, records and personnel that pertain to this Agreement and any other Sub Agreements.

L.   Notices; Authorized Representatives; Technical Support Agents. All notices, requests, demands, or other communications required or permitted to be given hereunder must be in writing and must be addressed to the parties at their respective addresses set forth below and shall be deemed to have been duly given when (a) delivered in person; (b) sent by facsimile transmission indicating receipt at the facsimile number where sent; (c) one (1) business day after being deposited with a reputable overnight air courier service; or (d) three (3) business days after being deposited with the United States Postal Service, for delivery by certified or registered mail, postage pre-paid and return receipt requested. All notices and communications regarding default or termination of this Agreement shall be delivered by hand or sent by certified mail, postage pre-paid and return receipt requested. Either party may from time to time change the notice address set forth below by delivering 30 days advance notice to the other party in accordance with this section setting forth the new address and the date on which it will become effective.

Vigilant Solutions, Inc.	Licensee: _____
Attn: Sales Administration	Attn: _____
2021 Las Positas Court - Suite # 101	Address: _____
Livermore, CA 94551	_____

M.   Authorized Representatives; Technical Support Agents. Licensee's Authorized Representatives and its Technical Support Agents are set forth below (Last Page). Licensee's Authorized Representative is responsible for administering this Agreement and Licensee's Technical Support Agents are responsible for administering the Software Products and acting as Licensee's Software Products support contact. Either party may from time to time change its

Authorized Representative, and Licensee may from time to time change its Technical Support Agents, in each case, by delivering 30 days advance notice to the other party in accordance with the notice provisions of this Agreement.

N WITNESS WHEREOF, the parties have executed the Agreement as of the Effective Date.

Manufacturer: Vigilant Solutions, Inc.

Authorized Agent: Joseph L. Harzewski III

Title: Vice President of Sales

Date: _____

Signature: _____

Licensee Organization: _____

Authorized Agent: _____

Title: _____

Date: _____

Signature: _____

Enterprise License Agreement

Contact Information Worksheet

Please complete the following contact information for your Vigilant Solutions Enterprise License program.

Enterprise License Agreement Holder	
Company / Agency Name:	
Company / Agency Type:	
Address:	

Primary Contact		
Name:		
Title:	Phone:	
Email:		

Supervisor Information		
Name:		
Title:	Phone:	
Email:		

Financial Contact (Accounts Payable)		
Name:		
Title:	Phone:	
Email:		

Technical Support Contact # 1		
Name:		
Title:	Phone:	
Email:		

Technical Support Contact # 2		
Name:		
Title:	Phone:	
Email:		

For questions or concerns, please contact Vigilant Solutions' sales team:

sales@vigilantsolutions.com

1-925-398-2079

Attachment 2 – LPR Data Sharing

Vigilant's Law Enforcement Archival Reporting Network (LEARN) LPR server application is a national LPR data repository and LPR systems management application that is designed specifically to accomplish the following data sharing tasks for Law Enforcement Agencies (LEAs) nationwide:

- Allow no cost national LPR data sharing to LEAs via National Vehicle Location Services (NVLS)
- Provide data access to all stored data to an unlimited number of Users
- Provide discretionary control of all data access to the LEARN Agency account holder (LEA)
- Directly share LPR data to any Agency account on the hosted/managed national LPR data server
    - Currently serving over 3,000 US based Law Enforcement Agencies
    - Currently serving over 30,000 US based Law Enforcement Personnel
- Receive a copy of LPR data from other Vigilant and non-Vigilant (competitive) LPR servers
    - Connection service fees may apply
- Connect to and query data from other Vigilant and non-Vigilant NIJ-LPRD LPR servers

Data Sharing to other LPR databases via NIJ-LPRD Compliant LPR Servers:

Vigilant's LEARN LPR application allows for competitive LPR data sharing to the LEARN database by way of external network connection to non-Vigilant LPR servers. Any competitive LPR server that is compliant to the National Institute of Justice License Plate Reader Database (NIJ-LPRD) standard for ALPR data sharing will seamlessly integrate to Vigilant's LEARN application and allow the following option to the Vigilant client LEA:

- Service which provides a data stream copy of all incoming LPR Detection records to be stored in the LEARN Agency account of the Vigilant client - which can subsequently be shared in the following manner (under direct discretion of the LEA Agency account manager):
    - Shared to the NVLS data pool for national LEA exposure
    - Shared to any other LEARN Agency account residing on the server
    - Accessible to an unlimited number of Agency Users, created by the LEA Agency manager
        - *Note: This option Applies to both qualified and current Pips and Elsag LPR servers*

  - OR -
- Connection to the competitive non-Vigilant ALPR server which allows each Agency User of the receiving LEARN Agency account to query data from the external LPR server
- *Note: This option Only Applies to NIJ-LPRD servers*

This requires that the external LPR server application be NIJ-LPRD compliant. This feature is an integral part of Vigilant's commercially available National LPR hosted LEARN account for client LEAs. There is **NO COST** to the LEA to resource this option. Further, technical support is made available to accomplish such data sharing methods at **NO COST** to all Vigilant Site License Holders.

Data Sharing to LEARN database via Non-Compliant NIJ-LPRD LPR Servers:

Vigilant's LEARN LPR application is designed to make custom connection to competitive LPR data servers by way of external network connection. Any competitive LPR server that is not compliant to the National Institute of Justice License Plate Reader Database (NIJ-LPRD) standard for ALPR data sharing requires a custom service written by Vigilant which will allow the following options to the Vigilant client LEA:

- Custom web Service which provides a data stream copy of all incoming LPR Detection records to be stored in the LEARN Agency account of the Vigilant client - which can subsequently be shared in the following manner (under direct discretion of the LEA Agency account manager):
  - Shared to the NVLS data pool for national LEA exposure
  - Shared to any other LEARN Agency account residing on the server
  - Accessible to an unlimited number of Agency Users, created by the LEA Agency manager

This requires Vigilant's technical support team to write and maintain a custom web service between the LEARN and external LPR server. Any applicable costs to the LEA for this data sharing web service option may be charged annually for each external non-Vigilant LPR server connection. Technical support is included by which the vigilant team will work with the client LEA to define goals/needs and create the desired Data Sharing web service attributes.

Note: This option requires client provided administrator level credential access to both the external LPR server application and underlying database
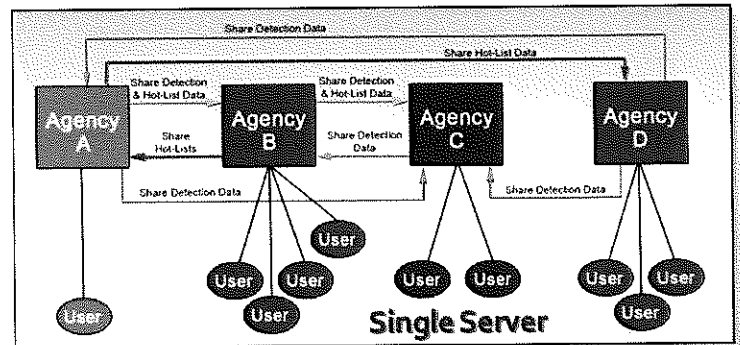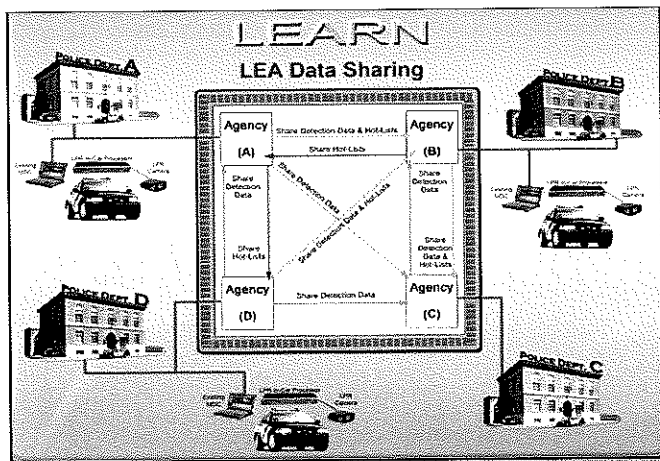
An alternative approach to no cost data sharing is the Vigilant statewide LEARN approach. Under this method, Vigilant has, for several statewide endeavors, including Florida & Missouri, 'tied' several LEARN accounts together to achieve a statewide sharing initiative that 'pooled' all LPR detection data to a single LEARN account, whereby all Law Enforcement Officers within the state were afforded a data access account via the Police Chief's Association (or similar organization). Vigilant would be happy to implement a like kind architecture for the state of Arizona. Further details warrant further discussion regarding multiple options available.

Attachment 3 – NVLS Tier II Service

Tempe PD will be given five (5) NVLS Tier II user accounts for a full two (2) years

Vigilant has dominant market share related to deploying LPR technologies into the asset recovery markets and has created strong business relationships with hundreds of private LPR Fleet Operators (LFOs) who utilize Vigilant's LPR product to gather vehicle license plate data in the course of conducting their business. LFOs, for business reasons, gather vehicle license plate data in locations where vehicles may reasonably be expected to remain or re-appear for an extended period of time (i.e. residential areas, apartment complexes and business office complexes with large employee parking areas.) This is a key ideology for LFO data gathering. Again, the general philosophy held by LFOs is to "scan license plates in areas whereby vehicles can reasonably be predicted to remain or return again in the future." This is in direct contrast to the majority of LPR data gathered by LEAs wherein such data is gathered from vehicles "in-transit" so that the LEA might have the additional benefit of immediately connecting the driver with the vehicle as it is scanned. While LEA in-transit scanning is preferred as it relates to making arrests, the scanning of parked cars where people live and work is much preferred as it relates to using LPR data for LEA forensic investigations.

In January 2009, Vigilant engaged with National Vehicle Services (NVS), an Illinois nonprofit corporation governed by its CEO Jim Spiller, which has a charter to assist LEAs locate vehicles. NVS (ORI # VANVS005V) is classified as a National Law Enforcement Telecommunications Systems (NLETS) partner. The partnership engagement between Vigilant and NVS led to NVS working in conjunction with NLETS to offer LEAs access to Vigilant's nationwide LPR database populated by the LFO's described above. During 2009, it was decided by the NLETS Technical Operations Committee (TOC) that providing access to privately acquired LPR data for LEAs nationwide would serve as a positive reinforcement to LEA practices. During March 2010, NLETS officially released the NVS LPR messaging pilot program.

Currently there were over 2,500 LFO LPR camera systems operating Vigilant's LPR systems across the country. The average LPR data record volume acquired is in excess of 40,000,000 records monthly, with the overall capture expanding each month. Any sworn LEO with a valid ORI code and government email address can take advantage of NVLS Private LPR Data access. To date, over 1,200,000,000 private LPR data records have been acquired and it is estimated that over 500,000,000 additional scans will be acquired during 2013 LFO operations. Sponsored by Vigilant, NVLS registration has become a FREE community service provided to LEAs whereby LEAs can comfortably access the LEARN-NVLS server, with a valid ORI code.

If the license plate being sought is available in the NVLS system, the approved registrant may view all matching LPR data records with date, time, vehicle and license plate image, and location map of the LPR Data Detection as is depicted below:
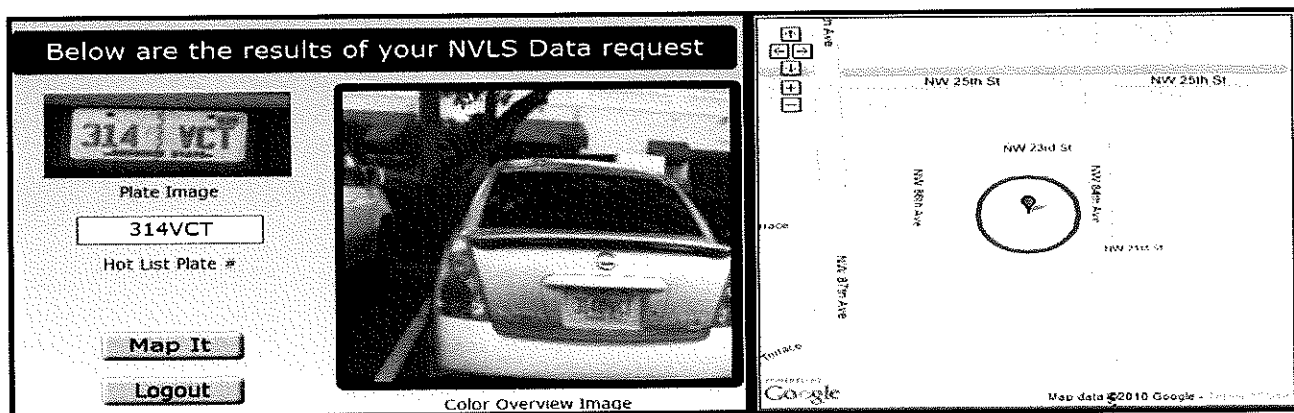
Example of Positive NVLS Data Record Return

Data acquired by LFO affiliates is made available to NVLS participants and consists of the following data:

- Black & white license plate image
- Vehicle color overview image
- Date and time of vehicle scan

- GPS location coordinates
- Google Maps satellite map link
- List of all locations regarding queried LP#

Currently the scope of LFO data record acquisition is geographically represented in a scan density map (see image below) indicating the current LFO scanning activities as of the publication of this paper.
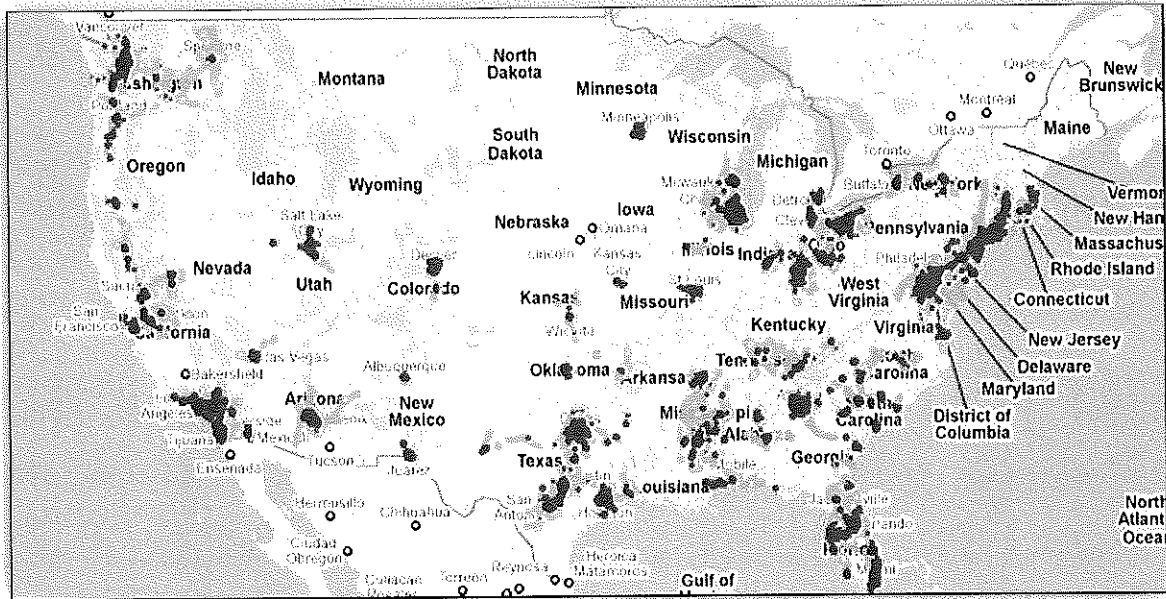
LFO LPR Data Event Map – February 1st, 2013 through February 28th, 2013

In addition to Private LPR data access, LEAs who host their LPR data on the LEARN-NVLS database server may elect to contribute their LPR Detection records to the NVLS program (shared for access by participating LEAs). In such cases, the same LPR Detection record information (listed above) is pooled into the NVLS data. The LPR data shared with the NVLS LPR data pool is made accessible ONLY to NVLS participants. This is done strictly by permission granted from the participating LEA under the LEARN-NVLS LEA Server Acceptable Use Policy.

NVLS LPR Data Pool
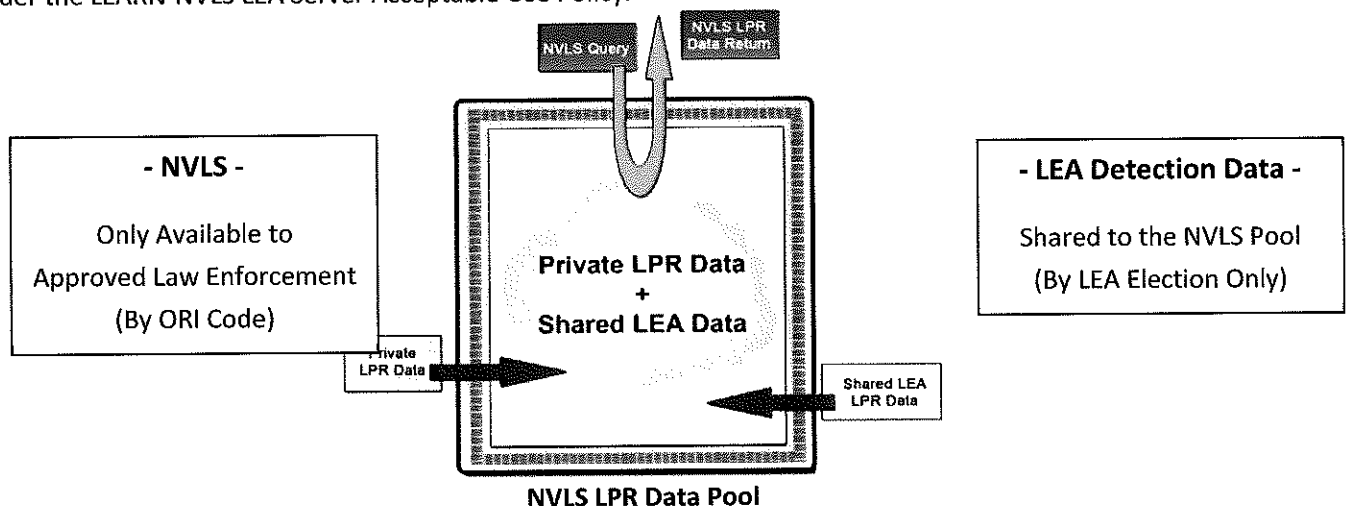
ꓱVLS Tier II subscribers are provided access to shared LPR data from various sources across the country. Limited access to NVLS is provided to all LEAs at no cost. Tier II (unlimited access) is made available on an annual paid subscription basis per user. The annual subscription cost would be waived for up to five (5) user for Tempe Police Department for up to two (2) full years in the event Vigilant is awarded the City of Tempe RFP 13-102 'Mobile Automated License Plate Recognition (ALPR) Systems' contract; that is one (1) user license for the two (2) year period for each of the five anticipated ALPR systems to be acquired.

This would allow Tempe PD to take advantage of, but limiting to, the following benefits: 1) Unlimited national vehicle location plate look ups; 2) Hot List loading with pro-active Hit alerts; 3) Data Reporting tools; and 4) Nationwide criminal intelligence data sharing platform. This allows for Tempe PD to have access to millions of 3rd party acquired LPR data collected daily across the country. Nationwide, this extended LPR data access has been proven to be a valuable criminal intelligence asset in locating suspects on a daily basis.

Plate Number 3421

State CA

Query Type Gang Member

Execute Search

Plate Image

3421

Hot List Plate #

Map It

Add to My Hot-List

Historical Sightings

Date	Time
05-21-11	11:37:02 AM
04-16-11	5:15:41 PM
03-01-11	3:37:09 AM
02-05-11	9:14:32 PM

Output Report

Add to My Reports

Share Report

Plate #	State	Alert Type	Date Queried	Date Viewed
4CV803	CA	Gang Terrorist	06-19-11	06-19-11
5K2PA1	CA	Warrant	06-03-11	06-03-11
4JUV88	CA	Crime Suspect	05-29-11	N/A

View LPR Record   **Add to My Reports**   **Delete**
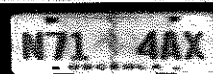
NVLS Tier II offers Tempe PD several ways to maintain and utilize Hot-List records. Each Tier II account will have its own "My Hot List" web page which allow assignment of up to 5,000 targeted vehicle Hot List Records. When a detection record matches any stored Tempe PD Hot-List records, an instant proactive email alert notification is automatically dispatched to the hot list record owner. Below is a sample of the NVLS Hit notifications.

NVLS Hit Record

This information was acquired by Vigilant Video's Private Data Fleet

Drug Trafficker - LP #: N714AX / FL

Nearest Address	7012 W Edgerton Ave Tampa, FL 33606
Nearest Intersection:	W Rdgerton Ave S 96th St

Disclaimer: The address listed is ONLY an estimate.

Map the Vehicle Location - Click Here

Please find the details below:

Detection Information:

Scanned By User:	N/A
Scan Source:	Private Data Fleet
Scan Data & Time.	02-25-11 @ 03:40.05 PM PST
GPS Coordinates:	Longitude -80.30573 / Latitude 27 80694
Server Dispatch:	http //nvls.lpr.com/nvls

Hot-List Information:
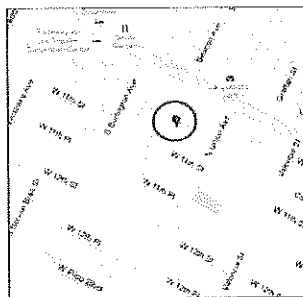
Hot Plate.	N714AX
State:	Florida
Alert Type:	Drug Trafficker
GPS Coordinates:	Longitude: -80.30573 / Latitude: 27 80694
Server Dispatch:	http //nvls.lpr.com/nvls
Date of Record:	01-12-11
Hot-List Record Owner.	Tim Dutley / tim@ralstonpd fl.us
Vehicle Color:	Black

End of Report

NVLS   **Vigilant Video**
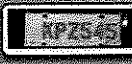
NVLS Hit Report - Felony Warrant

License Plate Number: KPZ545

Vehicle Spotted:
12-16-10 at 2:33 09 PM PST

Record Details:

Detection Data		Hot-List Data	
Plate # 1	KPZ545	Hot Plate	KPZ545
Plate # 2	KPZ545	Alert	Felony Warrant
Date	12-16-10	State	CA
Time	2 33 09 PM	Date	06-12-11
Longitude	-106 3014	Make	Nissan
Latitude	31 73949	Model	Altima

Nearest Address	11633 W 11th Street Los Angeles, CA 90015
Nearest Intersection.	Beacon Avenue W 11th Street

Disclaimer: The address listed listed above is ONLY an estimate

Vigilant Video   Date of Report 12-17-10   *NVLS*

As part of the national intelligence sharing component of NVLS, Tempe PD will be able to reach out to other NVLS Tier II account holders and communicate/exchange criminal data intelligence. The NVLS sharing feature allows for both communication with the record holder as well as other users who have commented on the record.

Tempe PDs Tier II accounts will provide LPR information in an easy to use reporting utility. Each LPR record may be compiled into a PDF report at the click of a button. The NVLS LPR Data Intelligence reports allow Tempe PD to:

- Compile reports from your account
- Save data for easy access
- Share with other Agency officers
- Manage LPR activity efficiently

Attachment 4 – Private Data Service

Level III Data Access for Tempe PD to all Vigilant Private Data available within an established Geo-Zone

The LEARN Mapping Alert Service (MAS) utility allows clients to access Private LPR Data (Provided exclusively by Vigilant) within a Geographical Information Systems (GIS) user interface. The accessible Private LPR Data records are a product of Vigilant's commercial fleet scanned LPR Data matched against client loaded target vehicles of interest (Hot-List). Each time a new Detection record from Vigilant's Private LPR Data network fleet is transferred to the LEARN, it is matched against existing Hot-List records. All positive matches are immediately made available for the client user to access (with appropriate permissions) via LEARN.

The Level I data subscription allows client visibility to all Hit matches consisting of Private LPR Data network records matched against one (1) premier Hot-list (i.e. NCIC or TCIC).

The Level II data subscription allows client visibility to all Hit matches consisting of Private LPR Data network records matched against an unlimited number of Hot-List records (i.e. NCIC, TCIC, Warrant Lists, Drug Interdiction lists, and any other LEA based Hot-List).

| Available Query Filters & Reporting Capabilities | Typical Private Data Service Map rendering Geo-Spatial Criminal Intelligence |

The Level III data subscription includes all Level I and Level II data access features plus full Detection record access for query, lookup, or data extraction - ALL Private LPR Data records within the prescribed geo-zone will be made available.
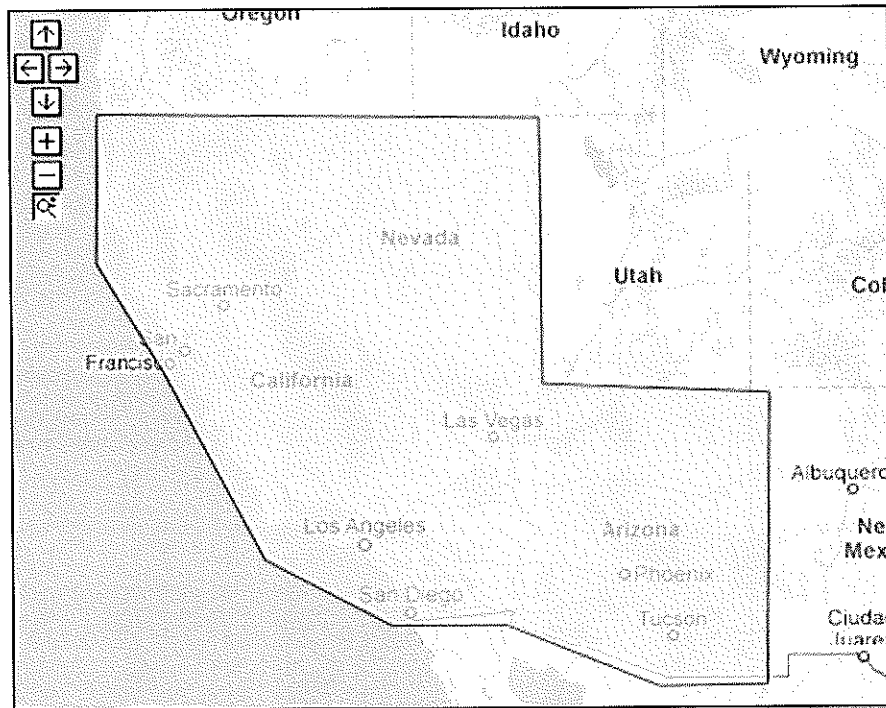
Proposed Private Data Access GeoZone for Tempe Police Department
All Data in Arizona, California, Nevada

LPR Record Count

Total Records: 8,878,371
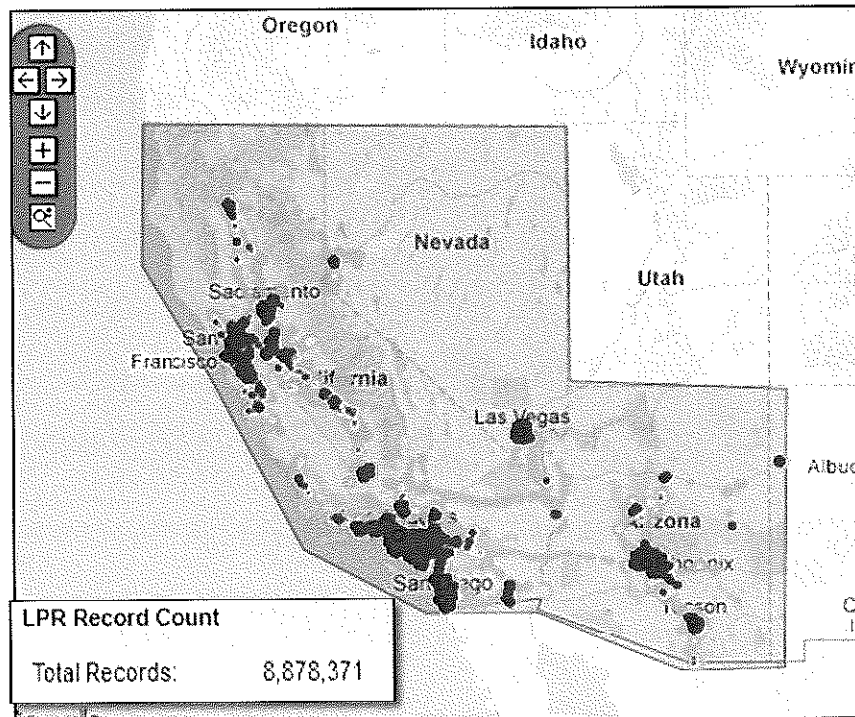
Level III Private LPR Data Subscription - Full Access to all Detection Records (Example Last 30 Days)

Private LPR Data Service for Tempe Police Department

Vigilant's Private LPR Data service via LEARN provides full unrestricted geo-spatial access to private LPR data from various sources ALPR systems across the country by way of full LEARN account tool set and data management utilities. Private LPR Data access is made available on an annual paid subscription basis per user. In the event Vigilant is awarded the City of Tempe RFP 13-102 'Mobile Automated License Plate Recognition (ALPR) Systems' contract, the annual subscription cost for Level III data access would be waived for all Tempe Police Department Sworn Officer personnel to access the geo-spatially restricted data (as seen above) for up to two (2) full years. This requires a full purchase of the five (5) anticipated mobile ALPR systems via Vigilant's National LPR data hosting program with the Basic Service Package plus Option # 1 as defined in this RFP's Pricing Response.

Attachment 5 – Self-Contained Fixed LPR Camera Kit

The Vigilant 'Self Contained' fixed camera LPR kit is a friendly and easy to install standalone (portable) LPR kit. The benefits of the CarDetector LPR system far exceed the scope of this RFP. Designed to be a great speed trailer add-on application, the actual kit contains the following components:

One or Two LPR camera(s); Digital Signal Processor (DSP) unit; CarDetector fixed camera software; Ruggedized laptop, Wireless capabilities, Plug-N-Play wiring. All nestled in a ruggedized Pelican case.

Completely Self Contained Unit

Includes Ruggedized laptop for Processing
All components fit in case
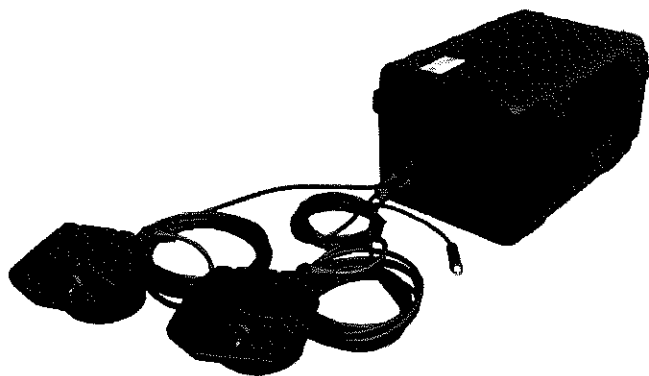
One or two camera capability
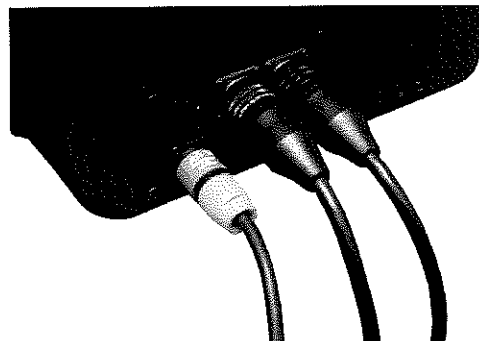
Plug - N - Play cabling
Camera Cables
Single Point Power
Connection
Cooling Fan

Points to note:
- Power Options: Cigarette Lighter Adapter, Direct to Battery, or 110V A/C receptacle available
  - Power Source Provided By Others
- Three (3) Wireless Connection Options (For Connection to LEARN):
  - 802.11 connection to Hot Spot or wireless network; External USB 3G/4G Broadband card; Hardwire LAN
- One or Two camera capability
- Direct connect to LEARN LPR server client Agency account

VIGILANT

Attachment 6 – LEARN - Minimum Hardware Requirements

Below is the minimum configuration for assuming a deployment of up to 1,000 LPR cameras with up to 150 simultaneous User connections executing various server transactions:

- Web/Applications Server -

Hardware
Processor: (2x) Intel E5520 Xeon 2.0 GHZ
                (or greater)
Memory: 8 GB RAM
Hard Drive: 20 GB Hard Disk - Operating System
              250 GB Hard Disk – Temporary Files
                (10,000 RPM or better)
              SATA or equivalent
              RAID redundancy recommended
              Network Card: (2x) 1.0 Gbps
Network Card: (2x) 1.0 Gbps

System Function
LEARN Website and End User Interface
LEARN Services for application 'Support'

Software
Microsoft Windows Server 2003 or 2008
         (Standard or Enterprise)
IIS, .NET Framework and all latest patches

Networking
These ports must be open for communication:
TCP Port: 80 [configurable]
TCP Port: 25 [email notification]

- Database Server -

Hardware
Processor: (2x) Intel X5570 Xeon 2.93 GHZ
                (or greater)
Memory: 16 GB RAM (or greater)
Hard Drive: 20 GB Hard Disk - Operating System
              2 TB Hard Disk - Database
                (10,000 RPM or better*)
              SATA or Equivalent
              RAID redundancy recommended

Software
Microsoft Windows Server 2003 or 2008
         (Standard or Enterprise)
Microsoft SQL Server 2005 or 2008
         (Standard** or Enterprise)
.NET Framework and all latest patches

Networking
These ports must be open for communication:
         Port 1433 (SQL Server)
         Windows File Sharing/Active Directory

Plate Record Storage Capacity @ 2TB HDD
Approximately 20 million Plate Scans + 5 million hits

Note: The LPR server is designed to function between three (3) major LPR server components: 1) Database Server, 2) Web server, and 3) Application server. All three major components are capable of functioning on a single hardware server PC – or – by election scalable across three separate hardware server PCs, one for each major component. This allows the required scalability for a large number of simultaneous connections (both querying Users and managed fixed and mobile LPR systems) and accommodates future expansion plans. The Web server allows scalability across an unlimited number of server hardware PCs, therefore utilizing expanded hardware resources to meet the demands of an anticipated future expansion.

* Slow hard drives will yield slower performance of hotlist distribution and slower response times to queries.
** If using SQL Server Standard, the maximum throughput supported is 2.6 million plate scans per month

Attachment 7 – Vigilant Solutions - Limited One (1) Year Hardware Warranty Policy

Vigilant Solutions ("Vigilant") values your business and always attempts to provide you the very best service. Below is Vigilant's limited one (1) year Hardware warranty policy that describes the terms and conditions of hardware replacement and repair.

Warranty Policy

This policy warrants Hardware distributed by Vigilant to authorized Vigilant dealer and/or distributors, or sold directly by Vigilant. This warranty extends to the original retail purchaser only and commences on the date of original retail purchase. This policy warrants that all materials be free of material defect for a period of one (1) year.

Vigilant will replace or repair any hardware, or component thereof, that has been determined by Vigilant to be defective throughout the one (1) year warranty period. Vigilant reserves the right to replace any hardware found to be defective with a Vigilant re-certified Hardware in accordance to the terms and conditions of this policy.

Only qualifying items returned to an authorized Vigilant return center will be warranted under this limited policy. If your Hardware was purchased as a component integrated within a system by a system manufacturer, the limited warranty provided by Vigilant is limited to only hardware provided by Vigilant. Please contact Vigilant to determine if the hardware is Vigilant hardware and is therefore covered by this limited warranty. If the hardware is not Vigilant hardware and is not covered by this limited warranty, then Vigilant will refer you to the place of purchase or the system manufacturer directly for warranty service.

There are no warranties which extend beyond the face of the limited warranty, unless an extended warranty is purchased from Vigilant. Vigilant disclaims all other warranties (with the exception of any additional purchased extended warranty offered by Vigilant and purchased by customer), express or implied, regarding the Hardware, including implied warranties of merchantability, fitness for a particular purpose, or non-infringement. Some states, provinces, and municipalities in specific countries do not allow the exclusion of implied warranties, so the above exclusion may not apply.

Limitation of Warranty

Your exclusive remedy for any defective hardware is limited to the repair or replacement of the defective unit. Vigilant may elect which remedy or combination of remedies to provide in its sole discretion. Vigilant shall have a reasonable time after determining that defective Hardware exists to repair or replace such defective Hardware. Vigilant's replacement Hardware under its limited warranty will be manufactured from new and/or serviceable used parts. Vigilant's warranty applies to repaired or replaced Hardware for the balance of the applicable period of the original warranty.

Vigilant's warranty does not cover Hardware which has been received improperly packaged, altered, or physically damaged. All Hardware is subject to Vigilant inspection upon receipt.

Recertified Hardware (USA and Canada)

Vigilant recertified hardware may consist of customer return units and may be repaired. All replacement Hardware or components are tested and determined to meet Vigilant's stringent quality standards before they are sold as recertified. Please note that some recertified items may have marks, scratches, or other slight signs of wear.

All recertified Hardware carries a manufacturer's limited warranty throughout the warranty period as measured from the original date of purchase.

Return Material Authorization (RMA)

Vigilant warranty claims must be initiated on the Vigilant website for a Return Material Authorization ("RMA") number at Vigilant RMA Request. If it is determined that the Hardware may be defective, an RMA number will be issued with instructions for Hardware return. Unauthorized returns will be returned to the customer at the customer's expense. Authorized returns are to be shipped prepaid and insured to the address on the RMA in an approved shipping container. To request an RMA, please contact your local authorized Vigilant dealer.

Warranty Limitations

Vigilant's limited warranty provides that, subject to the following limitations, each Hardware component will be free from defects in material and workmanship and will conform to Vigilant's specification(s).

Limitation of Damages

Vigilant's entire liability for any defective hardware shall in no event exceed the purchase price for the defective Hardware. **This limitation applies even if Vigilant cannot or does not repair or replace any defective hardware and your exclusive remedy fails of its essential purpose.**

No Consequential or Other Damages

Notwithstanding anything else in this policy or otherwise, Vigilant will not be liable with respect to the hardware under any contract, negligence, strict liability or other legal or equitable theory (I) for any amount in excess of the purchase price for the defective Hardware or (II) for any general, consequential, punitive, incidental or special damages. These include loss of recorded data, interruption of use, the cost of recovery of lost data, lost profits and the cost of installation, or removal of any Hardware, the installation of replacement hardware, and any inspection, testing, or redesign caused by any defect or by the repair or replacement of hardware arising from a defect in any hardware. This section does not limit liability for bodily injury of a person.

Some states, provinces, and municipalities in specific countries do not allow exclusion for limitation if incidental or consequential damages, so the limitation above may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which may vary from state to state.

Use of Hardware

Vigilant will find the limited extended warranty to be void under the following conditions:
- Hardware not sold by Vigilant or one of its distribution partners;
- Hardware found to be stolen from Vigilant
- Asserted defect(s) found to be not present;
- Asserted defect(s) cannot reasonably be fixed because of damage which occurred when the Hardware was in possession of someone other than Vigilant

- Asserted defect(s) are attributable to misuse, improper installation, alteration (including removing or obliterating labels and opening or removing external covers unless authorized to do so by Vigilant or authorized Vigilant agent);
- Asserted defect(s) are the result of accident, mishandling, misuse or misapplied application use while in the possession of someone other than Vigilant

  The Hardware was not sold as new (except Hardware replaced under this warranty)

Disclaimer

EXCEPT FOR THE WARRANTY PROVIDED IN THIS VIGILANT LIMITED ONE-YEAR WARRANTY, THE VIGILANT HARDWARE, AND RELATED SERVICES ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, AND, TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, VIGILANT DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, FITNESS OF A PARTICULAR PURPOSE, DATA ACCURACY, SYSTEM INTEGRATION OR QUIET ENJOYMENT OR ANY IMPLIED WARRANTIES ARISING FROM USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, VIGILANT IS NOT RESPONSIBLE FOR ANY INCOMPATIBILITY OF THE SOFTWARE WITH HARDWARE NOT PROVIDED BY VIGILANT. VIGILANT DOES NOT WARRANT THAT VIGILANT SOFTWARE SUPPLIED UNDER THIS AGREEMENT WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE. VIGILANT DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES AS TO THE FUTURE SUCCESS OF THE VIGILANT HARDWARE OR THE VOLUME OF ANY PURCHASES THAT MAY BE MADE UNDER THIS AGREEMENT. TO THE EXTENT THAT VIGILANT MAY NOT DISCLAIM ANY WARRANTY AS A MATTER OF APPLICABLE LAW, THE SCOPE AND DURATION OF SUCH WARRANTY WILL BE THE MINIMUM PERMITTED UNDER SUCH LAW.

For questions or concerns, please contact Vigilant's support team:
sales@vigilantsolutions.com
support@vigilantsolutions.com
925-398-2079

VIGILANT
SOLUTIONS

Attachment 8 – Vigilant Solutions - Extended Hardware Warranty Policy

Vigilant Solutions Incorporated ("Vigilant") values your business and always attempts to provide you the very best of service. Below is Vigilant's extended Hardware warranty policy that describes the terms and conditions of Hardware replacement and repair.

Warranty Policy

This policy warrants Hardware distributed by Vigilant to authorized Vigilant dealer and/or distributors, or sold directly by Vigilant. This warranty extends to the original retail purchaser only and commences on the date of original retail purchase. This policy warrants that all materials be free of material defect for a period extended beyond the standard warranty period as entitled by the purchasing documents.

Vigilant will either replace or repair any Hardware, or component thereof, that has been determined by Vigilant to be defective throughout the extended warranty period. Vigilant reserves the right to replace any Hardware found to be defective with re-certified Vigilant Hardware in accordance to the terms and conditions of this policy.

Only qualifying items returned to an authorized Vigilant return center will be warranted under this limited policy. If your Hardware was purchased as a component integrated within a system by a system manufacturer, the limited warranty provided by Vigilant is limited to only Hardware provided by Vigilant. Please contact the place of purchase or the system manufacturer directly for warranty service.

There are no warranties which extend beyond the face of the limited warranty. Vigilant disclaims all other warranties, express or implied, regarding the Hardware, including implied warranties of merchantability, fitness for a particular purpose, or non-infringement. In the United States, some states do not allow the exclusion of implied warranties, so the above exclusion may not apply.

Limitation of Warranty

Your exclusive remedy for any defective Hardware is limited to the repair or replacement of the defective unit. Vigilant may elect which remedy or combination of remedies to provide in its sole discretion.

Vigilant shall have a reasonable time after determining that defective Hardware exists to repair or replace such defective Hardware. Vigilant's replacement Hardware under its limited warranty will be manufactured from new and/or serviceable used or re-certified parts.

Vigilant's warranty applies to repaired or replaced Hardware for the balance of the applicable period of the original warranty.

Vigilant's warranty does not cover Hardware which has been received improperly packaged, altered, or physically damaged. All Hardware is subject to Vigilant inspection upon receipt.

Recertified Hardware (USA and Canada)

Vigilant recertified Hardware may consist of customer return units and may be repaired. All replacement Hardware

components are tested and determined to meet Vigilant's stringent quality standards before they are sold or replaced as re-certified. Please note that some re-certified items may have marks, scratches, or other slight signs of wear. All recertified Hardware carries a manufacturer's limited warranty throughout the extended warranty period as measured from the original date of purchase.

Return Material Authorization (RMA)

Vigilant warranty claims must be initiated on the Vigilant website for a Return Material Authorization ("RMA") number at Vigilant RMA Request. If it is determined that the Hardware may be defective, an RMA number will be issued with instructions for Hardware return. Unauthorized returns will be returned to the customer at the customer's expense. Authorized returns are to be shipped prepaid and insured to the address on the RMA in an approved shipping container. To request an RMA, please contact your local authorized Vigilant dealer.

Warranty Limitations

Vigilant's limited warranty provides that, subject to the following limitations, Hardware will be free from defects in material and workmanship and will conform to Vigilant's specification(s).

Limitation of Damages

Vigilant's entire liability for any defective Hardware shall in no event exceed the purchase price for the defective Hardware. **This limitation applies even if Vigilant cannot or does not repair or replace any defective Hardware and your exclusive remedy fails of its essential purpose.**

No Consequential or Other Damages

Notwithstanding anything else in this policy or otherwise, Vigilant will not be liable with respect to the Hardware under any contract, negligence, strict liability or other legal or equitable theory (I) for any amount in excess of the purchase price for the defective Hardware or (II) for any general, consequential, punitive, incidental or special damages. These include loss of recorded data, interruption of use, the cost of recovery of lost data, lost profits and the cost of installation, or removal of any Hardware, the installation of replacement Hardware, and any inspection, testing, or redesign caused by any defect or by the repair or replacement of Hardware arising from a defect in any Hardware. This section does not limit liability for bodily injury of a person.

In the United States, some states do not allow exclusion for limitation if incidental or consequential damages, so the limitation above may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which may vary from state to state.

Use of Hardware

Vigilant will find the limited extended warranty to be void under the following conditions:

- Hardware not sold by Vigilant or one of its distribution partners;
- Hardware found to be stolen from Vigilant
- Asserted defect(s) found to be not present;

- Asserted defect(s) cannot reasonably be fixed because of damage which occurred when the Hardware was in possession of someone other than Vigilant
- Asserted defect(s) are attributable to misuse, improper installation, alteration (including removing or obliterating labels and opening or removing external covers unless authorized to do so by Vigilant or authorized Vigilant agent);
- Asserted defect(s) are the result of accident, mishandling, misuse or misapplied application use while in the possession of someone other than Vigilant
- The Hardware was not sold as new (except Hardware replaced under this warranty)

Disclaimer

EXCEPT FOR THE WARRANTY PROVIDED IN THIS VIGILANT LIMITED EXTENDED WARRANTY, THE VIGILANT HARDWARE, AND RELATED SERVICES ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, AND, TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, VIGILANT DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, FITNESS OF A PARTICULAR PURPOSE, DATA ACCURACY, SYSTEM INTEGRATION OR QUIET ENJOYMENT OR ANY IMPLIED WARRANTIES ARISING FROM USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, VIGILANT IS NOT RESPONSIBLE FOR ANY INCOMPATIBILITY OF THE SOFTWARE WITH HARDWARE NOT PROVIDED BY VIGILANT. VIGILANT DOES NOT WARRANT THAT VIGILANT SOFTWARE SUPPLIED UNDER THIS AGREEMENT WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE. VIGILANT DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES AS TO THE FUTURE SUCCESS OF THE VIGILANT HARDWARE OR THE VOLUME OF ANY PURCHASES THAT MAY BE MADE UNDER THIS AGREEMENT. TO THE EXTENT THAT VIGILANT MAY NOT DISCLAIM ANY WARRANTY AS A MATTER OF APPLICABLE LAW, THE SCOPE AND DURATION OF SUCH WARRANTY WILL BE THE MINIMUM PERMITTED UNDER SUCH LAW.

For questions or concerns, please contact Vigilant's support team:
sales@vigilantsolutions.com
support@vigilantsolutions.com
925-398-2079

| Addendum to Solicitation | **T Tempe** |

City Procurement Office/City of Tempe •PO Box 5002 • 20 East 6th Street • Tempe, AZ 85280 • (480) 350-8324 •www.tempe.gov/procurement

This addendum will modify and/or clarify:

and is

Issue Date: | 03/20/2013

Solicitation No.: | 13-102

Addendum No. | 1

Procurement Description: | Mobile Automated License Plate Recognition System

Changes should be made as follows:

1. The Proposal Due Date is hereby changed from Tuesday, March 26, 2013 to Thursday, April 4, 2013. The Proposal Due Time remains 3:00 P.M. (MST).

2. A second addendum will be posted in the near future that will address questions submitted by interested firms.

3. Please be sure to sign and date below and return this addendum with proposal per the above revised due date and time.

The balance of the specifications and bid solicitation instructions to remain the same. Bidders/Proposal Offerors are to acknowledge receipt and acceptance of this addendum by returning of signed addendum with bid/proposal response. Failure to sign and return an addendum prior to bid/proposal opening time and date may make the bid/proposal response non-responsive to that portion of the solicitation as materially affected by the respective addendum.

Vigilant Solutions
NAME OF COMPANY

Bill Dunlap National Sales Manager
BY NAME (please print) TITLE

2021 Las Positas Court
ADDRESS (or PO Box)

_312-925-8160_
TELEPHONE

Livermore CA 94551
CITY   STATE   ZIP

AUTHORIZED SIGNATURE

Addendum to Solicitation

ℑ Tempe

City Procurement Office/City of Tempe •PO Box 5002 • 20 East 6th Street • Tempe, AZ 85280 • (480) 350-8324 •www.tempe.gov/procurement

	Issue Date:	03/22/2013
This addendum will modify and/or clarify:	Solicitation No.:	13-102
and is	Addendum No.	2
	Procurement Description:	Mobile Automated License Plate Recognition System

Changes should be made as follows:

The purpose of this addendum is to clarify the Proposal Due Date. The correct date is Thursday, April 4, 2013, 3:00 P.M. (MST).

The balance of the specifications and bid solicitation instructions to remain the same. Bidders/Proposal Offerors are to acknowledge receipt and acceptance of this addendum by returning of signed addendum with bid/proposal response. Failure to sign and return an addendum prior to bid/proposal opening time and date may make the bid/proposal response non-responsive to that portion of the solicitation as materially affected by the respective addendum.

Vigilant Solutions
NAME OF COMPANY

2021 Las Positas Court
ADDRESS (or PO Box)

Livermore, CA 94551
CITY   STATE   ZIP

Bill Quinlan   National Sales Manager
BY NAME (please print) TITLE

312-925-8160
TELEPHONE

AUTHORIZED SIGNATURE

VIGILANT

Addendum to Solicitation

T Tempe

City Procurement Office/City of Tempe •PO Box 5002 • 20 East 6th Street • Tempe, AZ 85280 • (480) 350-8324 •www.tempe.gov/procurement

Issue Date:	03/27/2013
This addendum will modify and/or clarify: Solicitation No.:	13-102
and is Addendum No.	3
Procurement Description:	Mobile Automated License Plate Recognition (ALPR)

Changes should be made as follows:

1. The RFP due date is hereby changed from Thursday, April 4, 2013 to <u>Thursday, April 11, 2013.</u> The proposal opening time remains 3:00 P.M. (MST).

<u>Changes to RFP 13-102</u>

2. Instructions to Proposers, Page 6, Paragraph 19, Technical Questionnaire; This paragraph is modified to clarify that there is not a specific "Technical Questionnaire" within the RFP but rather a "Required Information" section (listed on Page 32 and 33) that the responding firms must submit.

<u>Answers to Questions Submitted</u>

1. Regarding General Requirements, section CLIENT (IN VEHICLE) SOFTWARE SPECIFICATIONS, Question 20.1, please offer a formal definition of 'target photos of individuals'. This would seemingly violate citizen privacy as per the IACP's 'Impact Assessment Report', published September, 2009. We do not contest this requirement, but rather would like to be clear on the intentions.

   "Target photos of individuals" is merely the ability to attach comments and/or photos to a specific plate in the vehicle of interest list (hotlist). For instance, if we have a homicide suspect hotlist, we will enter the suspect's known plates and attach comments and photos for the officers in the field. Comments/photos would be similar to a BOLO...

2. Regarding page 6 of the Request for Proposal Document administered by the City of Tempe, all Offerors are expected to complete a 'Technical Questionnaire' with supporting documentation. This Technical Questionnaire is not identified and or does not seem to be included with the RFP document. Does this refer to the specification response? Please provide clarity.

   Please see Item #2 above.

3. Please provide a primary contact to discuss a housed server with the Support Services Bureau. Our intentions are to contact SSB and confirm compatibility, configuration and compliance.

The City does not refer interested suppliers to specific technical contacts in order to ensure we have common information provided. We did inquire with our technical contact person and they responded as follows:

Our current standard server platform is Windows 2008 server R2.

4. Please outline the city's goals for integration with Versaterm/Versadex. This integration scope could be large, and we are seeking further clarity.

Versadex (our report writing system) has a database for "suspect plates". Fields within the database contain; plate, state, report number…The ability to automate the importing and updating of "suspect plates" from Versadex to the LPR system is desired. Additionally, could the Versadex system have the access to query the LPR system for fields of information, such as, plate, photo, date, location…?

5. Please describe the current data sharing method in production today between the listed Arizona- based law enforcement agencies found on page 24 of the Request for Proposal.

Currently our data sharing methods are limited to a few surrounding agencies for various applications, via T1 circuits.

6. We really would like to have a clear explanation what Support Services Bureau is within Tempe Police Department.

Support Services is comprised of Communications, Records, Identification, Property, and the Office of Management, Budget and Research. Services provided by this divisions are (1) answer all incoming calls and provide 24-hour dispatch service; (2) provide radio communications between the police station and all patrol field units; (3) provide full police records management services; (4) provide planning and research information and implementation; (5) administer departmental operating and capital improvement budgets; (6) gather and report intelligence information; (7) serve as the central tactical crime analysis and intelligence entity within the department.

7. There are no other changes. Please be sure to sign and date below and return with completed bid per the due date and time noted above.

The balance of the specifications and bid solicitation instructions to remain the same. Bidders/Proposal Offerors are to acknowledge receipt and acceptance of this addendum by returning of signed addendum with bid/proposal response. Failure to sign and return an addendum prior to bid/proposal opening time and date may make the bid/proposal response non-responsive to that portion of the solicitation as materially affected by the respective addendum.

Vigilant Solutions
NAME OF COMPANY

Bill Quinlan National Sales Manager
BY NAME (please print) TITLE

2021 Las Positas Court, Suite 101
ADDRESS (or PO Box)

312-925-8160
TELEPHONE

Livermore, CA 94551
CITY   STATE   ZIP

AUTHORIZED SIGNATURE

REQUEST FOR PROPOSAL   CITY OF TEMPE

REQUEST FOR PROPOSAL : 13-102	**RFP ISSUE DATE:**	2/28/2013
	Commodity Code(s):	140-16, 105-16, 021-03, 154-03

PROCUREMENT DESCRIPTION: Mobile Automated License Plate Recognition (ALPR)
Systems

PROPOSAL DUE DATE/TIME: <u>**Tuesday, March 26, 2013 at 3:00 P.M. Local Time**</u>

<u>**Late proposals will not be considered.**</u>

<u>**PROPOSAL RESPONSE MUST BE DELIVERED TO CITY PROCUREMENT OFFICE.**</u>

Mailing Address: P.O. Box 5002, Tempe, AZ 85280
Street Address: 20 E. Sixth Street (2nd Floor), Tempe, AZ 85281

Mailing Alert: Firms should use the Street Address to ensure on-time <u>express deliveries</u>. The Mailing Address provided above routes through the City's internal mail distribution center and may impact delivery time.

PRE-PROPOSAL CONFERENCE (if scheduled): Not Needed – Questions may be submitted to the Procurement Officer as noted below.

DEADLINE FOR INQUIRIES: <u>Tuesday, March 19, 2013 at 5:00 P.M., Local Time</u>

Sealed proposals must be received and in the actual possession of the City Procurement Office on or before the exact Proposal Due Date/Time indicated above. Proposal responses will be opened and each Offeror's name will be publicly read. Prices are not read and shall be kept confidential until award. Late proposals will not be considered.

Proposals must be submitted by a sealed envelope/package with the Request for Proposal number, Offeror's name and address clearly indicated on the envelope/package. **It is critical that the RFP number be included on the front of the envelope to ensure proper handling.**

Proposals must be completed in ink or typewritten and a completed proposal response returned to the City Procurement Office by the Proposal Due Date/Time indicated above. The "Vendor's Offer" (Form 201-B RFP) must be completed and signed in ink. Proposals by electronic transmission, telegraph, mailgram or facsimile will not be considered.

Offerors are asked to immediately and carefully read the entire Request for Proposal and not later than ten (10) days before the Proposal Due Date/Time, address any questions or clarifications to the Procurement Officer identified below:

Michael Greene   C.P.M.   E-mail: Michael_Greene@tempe.gov   Phone No: 480-350-8516
Procurement Officer

Award recommendations are publicly posted to the City Procurement Office web page **www.tempe.gov/procurement** and at the Procurement Office reception counter.

Submit one (1) original signed and completed proposal response for evaluation purposes. For this specific RFP, five (5) additional proposal response copies and one (1) e-copy are also to be submitted for evaluation purposes. A late, unsigned and/or materially incomplete proposal response will be considered nonresponsive and rejected.

The City Procurement Office is committed to fair and equal procurement opportunities for all firms wishing to do business with the City and encourages the participation of small and disadvantaged businesses.

MG
Michael Greene, C.P.M.
Central Services Administrator

Vendor's Offer
Form 201-B (RFP)
"Return this Section with your Response"

It is required that Offeror complete, sign and submit the original of this form to the City Procurement Office with the proposal response. An unsigned "Vendor's Offer", late proposal response and/or a materially incomplete response will be considered nonresponsive and rejected.

Offeror is to type or legibly write in ink all information required below.

Company Name: _____

Company Mailing Address: _____

City: _____ State:_____ Zip:_____

Contact Person: _____ Title: _____

Phone No.: _____FAX:_____E-mail:_____

Company Tax Information:

Arizona Transaction Privilege (Sales) Tax No.: _____ or

Arizona Use Tax No.:_____

Federal I.D. No.: _____

City & State Where Sales Tax is Paid: _____, _____

If a Tempe based firm, provide Tempe Transaction Privilege (Sales) Tax No.:_____

THIS PROPOSAL IS OFFERED BY

Name of Authorized Individual (TYPE OR PRINT IN INK) _____

Title of Authorized Individual (TYPE OR PRINT IN INK)_____

REQUIRED SIGNATURE OF AUTHORIZED OFFEROR (MUST SIGN IN INK)
By signing this Vendor's Offer, Offeror acknowledges acceptance of all terms and conditions contained herein and that prices offered were independently developed without consultation with any other Offeror or potential Offeror. In accordance with A.R.S. 35-393, et seq., the Offeror hereby certifies that it does not have scrutinized business operations in Iran or Sudan. Failure to sign and return this form with proposal response will be considered nonresponsive and rejected.

_____   _____

Signature of Authorized Offeror   **Date**

(H:/RFP 3-2008)

INSTRUCTIONS TO PROPOSERS

Failure to follow these instructions shall result in rejection of proposal for non-responsiveness or cancellation of any Contract awarded.

1. **Preparation of Proposal:**

   A.   Proposals shall be submitted to the City of Tempe ("City") in the sequence specified herein, on the forms attached hereto, including Vendor's Offer, Form 201-B (RFP).

   B.   All proposals shall be submitted on the forms provided in this Request for Proposal, signed by an authorized signer and returned with the proposal response to the City.

   C.   Completed and signed proposal forms for offer, acceptance and any solicitation amendments shall be signed by an authorized individual. Such proposal constitutes an irrevocable Offer to sell the good and/or service specified herein. Offeror shall submit all additional data, documentation, or information as requested by the City, signifying its intent to be bound by the terms of the Request for Proposal.

   D.   Negligence in preparation of a proposal confers no right of withdrawal. Offeror is solely responsible for seeking clarification of any requirement and presenting accurate information in the proposal response. The City shall not reimburse any costs for a proposal, or its submission, presentation or withdrawal, for any reason.

   E.   Offeror shall identify each subcontractor to be utilized in the services and/or work set forth herein, in the proper form as indicated.

2. **Late, Unsigned and/or Incomplete Proposal:**   A late, unsigned and/or materially incomplete proposal will be considered nonresponsive and rejected.

3. **Inquiries:**   Questions regarding this Request for Proposal shall be directed to the City Procurement Officer identified on the cover page of this document, unless another City contact is specifically named. Inquiries shall be submitted in writing, identifying the appropriate Request for Proposal's number, page and paragraph at issue. PLEASE NOTE: Offeror must not place the Request for Proposal's number on the outside of an envelope containing questions. Oral responses provided by the City shall have no binding effect or legal effect. Inquiries should be submitted no later than ten (10) days before proposal due date/time. Those received within ten (10) days of the proposal due date/time shall not be considered. The City reserves the right to contact Offerors to obtain additional information for use in evaluating proposal and solicitation requirements.

4. **Proposal Conference:**   If a proposal conference is scheduled, Offeror shall attend the conference to seek clarification of any points of confusion or requirements at issue.

5. **Withdrawal of Proposal:**   At any time before the specified proposal due date and time, an Offeror may withdraw its proposal by way of written correspondence from the Offeror or its authorized representative.

6. **Proposal Addenda:**   Receipt and acceptance of a Request for Proposal Addendum shall be acknowledged by signing and returning the document either with the vendor's proposal response or by separate envelope prior to proposal due date/time. Failure to sign and return an addendum prior to the proposal due date/time may result in the proposal being considered nonresponsive to that portion of the Request for Proposal and may result in rejection.

7.   **Evaluation:**   The City shall determine whether a proposal meets the specifications and requirements of this Request for Proposal, at its sole discretion, and reject any proposals not meeting the intent or requirements set forth therein. The City reserves the right to reject any and all proposals.

8.   **Payment:**   For a single requirement purchase, the City will make an effort to remit payment within thirty (30) calendar days from receipt and approval of acceptable products, materials and/or services and approval of correct invoice. For ongoing term Contract purchases, the City will make an effort to remit payment within thirty (30) calendar days from approval of monthly statement.

9.   **Discounts:**   Payment discounts periods shall be computed from the date of receipt of acceptable products, materials and/or services or correct invoice, whichever is later to the date payment is mailed. Discounts shall be taken on the full amount of the invoice, unless otherwise indicated. The City shall be entitled to receive any discounts offered by Offeror, if payment is made within the discount period.

10. **Compliance with City Solicitation Requirements:**   Unless stated otherwise in this Request for Proposal, the City reserves the right to award by individual line item, by group of items, or as a total at the City's discretion. The City expressly reserves the right to waive any immaterial defect or informality, or reject any or all proposals, or portions thereof, or reissue this Request for Proposal.

11. **Award of Contract:**   A proposal shall constitute a binding Offer to Contract with the City based on the terms, conditions and specifications contained in this Request for Proposal. An Offeror shall become a Contractor only upon execution of a formal Contract from the City Procurement Office ("Contract"). Unless this Request for Proposal includes separate contract document(s) or requires the Offeror to submit a contract for review, a contract shall be formed when the City Procurement Office provides a written notice of award or a purchase order to the successful Offeror. All items and conditions of the Contract are contained herein, unless modified by an amendment approved by the City. Proposals that take exception to the terms, conditions, specifications and/or other requirements stated within this Request for Proposal may cause the vendor's Offer to be considered non-responsive and rejected. Exceptions will be evaluated on an individual basis to determine compliance with the purpose and intent of the terms and conditions stated within this solicitation. The City shall be the sole judge as to whether an exception complies with the general purpose and intent of any term, condition and/or specification set forth herein.

12. **Taxes:**   All materials, equipment and/or products shall be proposed as F.O.B. City, prepaid. Unless specified herein, sales, use or federal excise tax shall not be included in proposal pricing. The City is exempt from payment of federal excise tax. For proposal evaluation, transaction (sales) privilege tax paid (returned) to the City is considered a pass-through cost, calculated as zero (0) expense. For information on privilege (sales) tax, please contact the City's Tax and License Office at (480) 350-2955 or visit their web site at www.tempe.gov/salestax.

13. **Payment by City Procurement Card:** The City Procurement Office may elect to remit payment through the use of a City procurement card. Each Offeror may indicate on the Price Sheet of this Request for Proposal its ability to accept City procurement card payments. The inability to accept payment by City procurement card will not disqualify a proposal.

14. **Proposal Results:** Offerors may attend the scheduled proposal opening at which the name of each Offeror will be publicly read. All other information contained in the proposals shall be kept confidential until contract is awarded. After award of contract, an appointment may be made with the City Procurement Officer to review proposal documents. Formal Contract award results shall be placed on the Procurement Office web page (www.tempe.gov/procurement) and posted at the front counter of the Procurement Office at the time the Contract award is approved by the City Council.   Award recommendations may also be viewed via the City Clerk's web site normally up to five (5) days prior to the scheduled City Council meeting by visiting (http://documents.tempe.gov/sirepub/web).

15. **Protests:** Any actual or prospective Offeror who is aggrieved in conjunction with this Request for Proposal or award may protest the award to the City Procurement Office. A protest based upon alleged improprieties in this Request for Proposal that are apparent before the proposal opening shall be filed prior to the proposal due date/time. A protest concerning an award recommendation must be filed within ten (10) business days after the date of award. Up to five (5) days before award of a contract, the City Procurement Office will post award recommendations on the City Clerks web site at (http://documents.tempe.gov/sirepub/?sort=meet_date) and at the Procurement Office front counter and website for public review (www.tempe.gov/procurement). A protest shall be in writing and include the protester's name, address and phone number, identification of the solicitation or Contract being protested, a detailed statement of the legal and factual grounds of the protest, including copies of all relevant documents, and the form of relief requested. A protest is to be on the protester's company letterhead and signed by the protestor or its authorized representative.

16. **Compliance of Proposal Offeror/Contractor Forms:** Any documents or forms (including separate contract, maintenance agreement or training agreement intended by the Offeror to be utilized in any resulting Contract, must be submitted with proposal. Any documents inconsistent with or taking exception to the terms, conditions, specifications and/or other requirements stated within this Request for Proposal may cause the proposal to be considered as nonresponsive and rejected. No documents will be considered unless submitted with vendor's proposal Offer and approved by the City Procurement Office.

17. **Definitions:** For purposes of this Request for Proposal and resultant Contract, the following definitions apply:

A.   "City" means the municipal corporation of the City of Tempe, Arizona.

B.   "Code Governance" means unless otherwise specified herein, the provisions of the Tempe City Code, Chapter 26A shall apply and govern this Request for Proposal.

C.   "Contract" means the agreement for the procurement of goods, services, work, construction or concessions.

D.   "Contractor" means an Offeror responding to a Request for Proposal who has been awarded a Contract with the City.

E.   "Offer" means a written offer to furnish goods, services, work, materials, construction and/or concessions to the City, in conformity with the standards, specifications, delivery terms and conditions, and all other requirements established in a competitive solicitation.

F.   "Offeror" means a business, entity or person who submits an Offer in response to a competitive solicitation.

G.   "Public Record" means proposals and all other documents submitted in response to this solicitation shall become the property of the City and shall be a matter of public record available for review following the Contract award.

H.   "Purchase Order" means a document issued by the City Procurement Office directing the Contractor to deliver goods, services, work, materials, construction and/or concessions to the City.

I.   "Request for Proposal" means a competitive solicitation issued by the City for the procurement of goods, services, work, materials, construction and/or concessions.

18. **Responsiveness to Specifications:** Performance or feature requirements which are designated as <u>mandatory</u> or <u>minimums</u> are needed in order to satisfy an identified task or performance need. A description is given for each designated feature. This description shall be used to determine if the Offeror's proposed product(s) and/or service(s) is/are capable of performing the function(s) specified in the Request for Proposal.

It is recognized that more than one method may be used to accomplish the sought after task functionality. If Offeror has an alternate method of performing functional tasks, then Offeror shall list such method as an "alternate", and described in full detail within the Proposal. The City shall be the sole judge as to whether any alternate methodology will be accepted.

"<u>Must</u>", "<u>shall</u>", "<u>will</u>", "<u>minimum</u>", "<u>required</u>" and/or "<u>mandatory</u>" performance/feature statements must be met or exceeded by the Offeror. Should no Offeror be found totally responsive to all designated Request for Proposal requirements, the City at its option, may either award the Contract to the most responsive Offeror or cancel the Request for Proposal and issue another Request for Proposal for the need under revised specifications.

19. **Technical Questionnaire:** Offeror must complete the Technical Questionnaire portion of this Request for Proposal and provide any documentation required to support the answers to the Questionnaire. Questionnaire items, which are designated as mandatory, are needed to satisfy a required task or performance criteria. Items, which may be listed as desirable, are not required to be responsive to the Request for Proposal and will be relatively evaluated against other proposals in making a final award decision.

If supporting documentation is required, Offeror shall provide the documentation in the sequence set forth in the Request for Proposal and ensure all technical literature and/or narrative explanations fully address the specifics of the question. Vague or disorganized responses that do not allow sufficient information for evaluation purposes may result in rejection of a Proposal.

20. **Proposal Opening:** Proposals shall be opened at the time and place designated on the cover page of this Request for Proposals. The name of each Offeror and the identity of the Request for Proposal for which the proposal was submitted shall be publicly read and recorded in the presence of witnesses. Proposals, modifications and all other information received in response to this Request for Proposal shall be shown only to City personnel having a legitimate interest in its evaluation. Prices shall not be read. After Contract award, the proposals and the evaluation documentation shall be open for public inspection.

21. **Technical Proposal Opening:** Technical proposals (as received in step one of a two step bidding process) shall be opened at the time and place designated on the cover page of this document. The name of each Offeror and the identity of the Request for Proposal for which the proposal was submitted shall be publicly read and recorded in the presence of witnesses. Proposals, modifications and all other information received in response to this Request for Proposal shall be shown only to City personnel having a legitimate interest in the evaluation. Evaluation documentation to substantiate technical proposal selection(s) shall be open for public inspection.

22. **Proposal Evaluation and Award:** Award(s) shall be made to the responsible Offeror whose proposal is determined in writing to be the most advantageous to the City, taking into consideration the evaluation factors set forth in the Request for Proposal. The City shall be the sole judge as to the acceptability of the products and/or services offered.

23. **Clarifications and Negotiations with Offerors and Revisions to Proposal:** Clarifications may be made with any submitting firm at any time during the evaluation phase of this procurement. Clarifications are not negotiations and may be utilized by the City to ensure thorough and complete understanding of, and responsiveness to, the solicitation requirements. Negotiations may be conducted with responsible Offerors who submit proposals determined to be reasonably susceptible of being selected for award. The purpose of negotiations is to allow the City and the Offeror(s) to revise initial Offers through an exchange or series of exchanges. Should the City elect to call for final proposal revisions (best and final Offers), Offerors shall be accorded fair and equal treatment with respect to any opportunity for negotiations and revision of proposals, and such revisions may be permitted after submissions and prior to award. In conducting clarifications and negotiations there shall be no disclosure of any information derived from proposals submitted by competing Offerors. The purposes of such negotiations shall include but not be limited to:

    A.   Determine in greater detail such Offeror's qualifications;

    B.   Explore with the Offeror the scope and nature of the project, the Offeror's proposed method of performance, and the relative utility of alternate methods of approach;

    C.   Determine that the Offeror will make available the necessary personnel and facilities to perform within the required time; and

    D.   Agree upon compensation which is fair and reasonable, taking into account the estimated value of the required services, and the scope, complexity and nature of such services.

24. **Code Governance**: Unless otherwise specified herein, the provisions of the Tempe City Code, Chapter 26A shall apply and govern this Request for Proposal.

25. **Public Record**: Proposals and all other documents submitted in response to this solicitation shall become the property of the City and shall be a matter of public record available for review following the Contract award. Material portions of the recommended Offer(s) as determined by the City may be posted to the City's web site up to five (5) days prior to the City Council meeting.

STANDARD TERMS & CONDITIONS

Please note that these Standard Terms & Conditions shall be fully complied with by Offeror. Failure to comply with these requirements may result in rejection of a proposal for non-responsiveness, or cancellation or termination of any awarded Contract.

1. **Applicable Law:** This Contract shall be governed by, and the City and Contractor shall have all remedies afforded each by the Uniform Commercial Code as adopted in the State of Arizona, except as otherwise provided in this Request for Proposal and resultant Contract, and all statutes or ordinances pertaining specifically to the City. This Contract shall be governed by State of Arizona law and suits pertaining to this Contract may only be brought in courts located in Maricopa County, Arizona.

2. **Arizona Climate Action Compliance:** Offeror shall comply with all applicable standards, laws, rules, orders and regulations issued pursuant to A.R.S. §49-101, *et seq.*, including but not limited to, Arizona Executive Orders Nos. 2006-13 and 2005-02, with regard to reducing GHG emissions, increasing energy efficiency, conserving natural resources and developing renewable energy sources.

3. **Availability of Funds for the Next Fiscal Year:** The City's obligation for performance of the Contract is contingent upon the availability of City, state and federal funds that are allocated or appropriated for payment obligations of the Contract. If funds are not allocated by the City or available for the continued use or purchase of services, work and/or materials set forth herein, the City may terminate the Contract. The City will use reasonable efforts to notify Contractor of such non-allocation affecting the obligations of the Contractor and/or City. The City shall not be penalized or adversely affected for exercise of its termination rights. Further, the City shall in no way be obligated or liable for additional payments or other damages as a result of such termination. No legal liability on the part of the City for any payment may arise for performance under this Contract.

4. **Certification:** By signing the "Vendor's Offer", form 201-B (RFP), the Offeror certifies:

   A. The submission of the vendor's proposal Offer response did not involve collusion or other anti-competitive practices.

   B. The City is an equal opportunity, affirmative action employer. Offeror hereby covenants that it shall not discriminate unlawfully against any employee or applicant for employment, nor shall it deny the benefits of this Contract, to any person on the basis of race, religion, color, national origin, ancestry, physical or mental disability, age, veteran status, marital status, sex, gender, sexual orientation or gender identification. Offeror agrees and covenants that it will comply in all respects with the applicable provisions of Executive Order 11246, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Vietnam Era Veterans' Readjustment Assistance Act, the Rehabilitation Act, Arizona Executive Order No. 99-4, and all other applicable state and federal statutes governing equal opportunity.

   C. Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted Offer. Failure to sign the "Vendor's Offer" or signing it with a false statement shall void the submitted proposal and any resulting Contract. In addition, the Offeror may be barred from future proposal and bidding participation with the City and may be subject to such further actions as permitted by law.

   D. The Offeror agrees to promote and offer to the City only those materials and/or services as stated and allowed by this Request for Proposal and resultant Contract award. Violation of this condition shall be grounds for Contract termination by the City.

E.   The Offeror expressly warrants that it has and will continue to comply in all respects with Arizona law concerning employment practices and working conditions, pursuant to A.R.S. § 23-211, *et seq*., and all laws, regulations, requirements and duties relating thereto. Offeror further warrants that to the extent permitted by law, it will fully indemnify the City for any and all losses arising from or relating to any violation thereof.

F.   Contractor agrees and covenants that it will comply with any and all applicable governmental restrictions, regulations and rules of duly constituted authorities having jurisdiction insofar as the performance of the work and services pursuant to the Contract, and all applicable safety and employment laws, rules and regulations, including but not limited to, the Fair Labor Standards Act, the Walsh-Healey Act, and the Legal Arizona Workers Act (LAWA), and all amendments thereto, along with all attendant laws, rules and regulations. Contractor acknowledges that a breach of this warranty is a material breach of this Contract and Contractor is subject to penalties for violation(s) of this provision, including termination of this Contract. City retains the right to inspect the documents of any and all contractors, subcontractors and sub-subcontractors performing work and/or services relating to the Contract to ensure compliance with this warranty. Any and all costs associated with City inspection are the sole responsibility of Contractor. Contractor hereby agrees to indemnify, defend and hold City harmless for, from and against all losses and liabilities arising from any and all violations thereof.

5.   **Commencement of Work:** Contractor is cautioned not to commence any work or provide any materials or services under the Contract until and unless Contractor receives a purchase order, Notice to Proceed, or is otherwise directed in writing to do so, by the City.

6.   **Confidentiality of Records:** The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the City.

7.   **Conflict of Interest:** This Contract is subject to the cancellation provisions of A.R.S. § 38-511.

8.   **Contract Formation:** This Contract shall consist of this Request for Proposal and the vendor's proposal Offer submitted, as may be found responsive and approved by the City. In the event of a conflict in language between the documents, the provisions of the City's Request for Proposal shall govern. The City's Request for Proposal shall govern in all other matters not otherwise specified by the Contract between the parties. All previous contracts between the Offeror and the City are not applicable to this Contract or other resultant contracts. Any contracted vendor documents that conflict with the language and requirements of the City's solicitation are not acceptable and void the Contract.

9.   **Contract Modifications:** This Request for Proposal and resultant Contact may only be modified by a written contract modification issued by the City Procurement Office and counter-signed by the Contractor. Contractors are not authorized to modify any portion of this solicitation or resulting Contract without the written approval of the City Procurement Office and issuance of an official modification notice.

10.   **Contracts Administration:** Contractor must notify the designated Procurement Officer from the City's Procurement Office for guidance or direction of matters of Contract interpretation or problems regarding the terms, conditions or scope of this Contract. The Contract shall contain the entire agreement between the City and the Contractor and the Contract shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders or master agreements in any form.

11. **Cooperative Use of Contract:** Any Contract resulting from this solicitation shall be for the use of the City of Tempe. In addition, public and nonprofit agencies that have entered into a Cooperative Purchasing Agreement with the City of Tempe's Department of Procurement are eligible to participate in any subsequent Contract. Additionally, this Contract is eligible for use by the Strategic Alliance for Volume Expenditures (SAVE) cooperative. See http://www.maricopa.gov/Materials/SAVE/save-members.pdf for a listing of participating agencies. The parties agree that these lists are subject to change. Any such usage by other municipalities and government agencies must be in accord with the ordinance, charter and/or rules and regulations of the respective political entity.

Any orders placed to, or services required from, the successful Contractor(s) will be requested by each participating agency. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The City shall not be responsible for any disputes arising out of transactions made by others. Contractor shall be responsible for correctly administering this Contract in accordance with all terms, conditions, requirements, and approved pricing to any eligible procurement unit.

12. **Dispute Resolution:** This Contract is subject to arbitration to the extent required by law. If arbitration is not required by law, the City and the Contractor agree to negotiate with each other in good faith to resolve any disputes arising out of the Contract. In the event of any legal action or proceeding arising out of this Contract, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs incurred with said fees and costs to be included in any judgment rendered.

13. **Energy Efficient Products:** The City may consider energy conservation factors including costs in the evaluation of equipment and product purchases for the purpose of obtaining energy efficient products. In addition, vendor proposal Offers may specify items that have been given an energy efficient classification by the federal government for consideration by the City.

14. **Billing:** All invoices submitted by Contractor for the City's review and approval shall be in itemized form to identify the specific item(s) being billed. Items must be identified by the name, model number, and/or serial number most applicable. Any purchase/delivery order issued by the City shall refer to the Contract number resulting from this Request for Proposal. Separate invoices are required on individual contracts or purchase orders. Only invoices with items resulting from this Request for Proposal will be accepted for review and approval by the City.

15. **Estimated Quantities:** This Request for Proposal references quantities as a general indication of the City's needs. The City anticipates considerable activity resulting from Contracts that will be awarded as a result of this Request for Proposal; however, the quantities shown are estimates only and the City reserves the right to increase or decrease any quantities actually acquired, in its sole discretion. No commitment of any kind is made concerning quantities and Offeror hereby acknowledges and accepts same.

16. **Events of Default and Termination:**

   A. The occurrence of any or more of the following events shall constitute a material breach of and default under the Contract. The City reserves the right to terminate the whole or any part of the Contract due to Contractor's failure to fully comply with any term or condition herein.

      i) Any failure by Contractor to pay funds or furnish materials, services and/or goods that fail to conform to any requirement of this Contract or provide personnel that do not meet Contract requirements;

      ii) Any failure by Contractor to observe, perform or undertake any provision, covenant or condition of this Contract to be observed or performed by Contractor herein, including but not limited to failing to submit any report required herein;

iii)   Any failure to make progress in the performance required pursuant to the Contract and/or gives the City reason to believe that Contractor cannot or will not perform to the requirements of the Contract; or,

iv)   Any failure of Contractor to commence construction, work or services within the time specified herein, and to diligently undertake Contractor's work to completion.

B.   Upon and during the continuance of an event of default, the City, at its option and in addition to any other remedies available by law or in equity, without further notice or demand of any kind to Contractor, may do the following:

i)   Terminate the Contract;

ii)   Pursue and/or reserve any and all rights for claims to damages for breach or default of the Contract; and/or,

iii)   Recover any and all monies due from Contractor, including but not limited to, the detriment proximately caused by Contractor's failure to perform its obligations under the Contract, or which in the ordinary course would likely result there from, including, any and all costs and expenses incurred by the City in: (a) maintaining, repairing, altering and/or preserving the premises (if any) of the Project; (b) costs incurred in selecting and retaining substitute Contractor for the purchase of services, materials and/or work from another source; and/or (c) attorneys' fees and costs in pursuing any remedies under the Contract and/or arising there from.

C.   The exercise of any one of the City's remedies as set forth herein shall not preclude subsequent or concurrent exercise of further or additional remedies. In addition, the City shall be entitled to terminate this Contract at any time, in its discretion. The City may terminate this Contract for default, non-performance, breach or convenience, or pursuant to A.R.S. § 38-511, or abandon any portion of the project for which services have not been fully and/or properly performed by the Contractor.

D.   Termination shall be commenced by delivery of written notice to Contractor by the City personally or by certified mail, return receipt requested. Upon notice of termination, Contractor shall immediately stop all work, services and/or shipment of goods hereunder and cause its suppliers and/or subcontractors to cease work pursuant to the Contract. Contractor shall not be paid for work or services performed or costs incurred after receipt of notice of termination, nor for any costs incurred that Contractor could reasonably have avoided.

E.   The City, in its sole discretion, may terminate or reduce the scope of this Contract if available funding is reduced for any reason.

17.   **Termination for Convenience**: The City at its sole discretion may terminate this Contract for convenience with thirty (30) days advance notice to Contractor. Contractor shall be reimbursed for all appropriate costs as provided for within the Contract up to the termination date specified.

18. **Force Majeure:**

    A.   Except for payment of sums due, neither party shall be liable to the other nor deemed in default under the Contract only in the event that and to the extent that such party's performance of the Contract is prevented by reason of force majeure. Force majeure means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, mobilization, labor disputes, civil disorders, fire, floods, lockouts, injunctions, failures or refusal to act by government authority, and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

    B.   Force majeure shall <u>not</u> include the following occurrences:

        i)   Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.

        ii)   Late performance by a subcontractor.

    C.   If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours of the commencement thereof and shall specify the causes of such delay in the notice. Such notice shall be hand delivered or sent via certified mail and shall make a specific reference to this clause, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing by hand delivery or certified mail when it has done so. The time of completion shall be extended by Contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with the Contract.

19. **Gratuities:** The City may elect to terminate any resultant Contract, if it is found that gratuities in any form were offered or given by the Contractor or agent thereof, to any employee of the City or member of a City evaluation committee with a view toward securing an order, securing favorable treatment with respect to awarding, amending or making of any determinations with respect to performing such order. In event the Contract is terminated by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from Contractor the amount of gratuity.

20. **Indemnification:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, officer, officials, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees, court costs, and the costs of appellate proceedings), arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work, services, or professional services of the Contractor, its agents, employees, or any other person (not the City) for whose acts, errors, mistakes, omissions, work, services, or professional services the Contractor may be legally liable in the performance of this Contract. Contractor's duty to hold harmless and indemnify the City, its agents, officers, officials and employees shall arise in connection with any claim for damage, loss or expenses that is attributable to bodily injury, sickness disease, death, or injury to, impairment, or destruction of any person or property, including loss of use resulting from, caused by any acts, errors, mistakes, omissions, work, services, or professional services in the performance of this Contract by Contractor or any employee of the Contractor or any other person (not the City) for whose acts, errors, mistakes, omissions, work, or services the Contractor may be legally liable. The amount and type of insurance coverage requirement set forth herein will in no way be construed as limiting the scope of indemnity in this paragraph. This provision shall survive the term of this Contract.

21. **Interpretation of Parole Evidence:** This Contract is intended as a final expression of the agreement between the parties and as a complete and exclusive statement of the Contract, unless the signing of a subsequent Contract is specifically called for in this Request for Proposal. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the Contract. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of the Contract, even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.

Contractor shall respond within five (5) calendar days after notice by the City of any defects and/or maintenance requests to immediately remedy the condition of the job site. Should the Contractor fail to respond promptly as set forth herein, the City shall correct the job site at the expense of the Contractor, and recover all attendant costs.

22. **Key Personnel:** Contractor shall provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this Contract during the Contract term and any renewal periods. The Contractor must agree to assign specific individuals to the key positions.

A. The Contractor agrees that, once assigned to work under this Contract, key personnel shall not be removed or replaced without prior written notice to the City.

B If key personnel are not available for work under this Contract for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall replace each person with personnel of substantially equal ability and qualifications upon prior City approval.

23. **Licenses and Permits:** Contractor shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Contractor, at its sole expense.

24. **No Assignment:** No right or interest in this Contract shall be assigned by Contractor and no delegation of any duty of Contractor shall be made without prior written permission of the City.

25. **Notices:** All notices, requests, demands, consents, approvals, and other communications which may or are required to be served or given hereunder (for the purposes of this provision collectively called "Notices"), shall be in writing and shall be hand delivered or sent by registered or certified United States mail, return receipt requested, postage prepaid, addressed to the party or parties to receive such notice as follows:

> City of Tempe Procurement Office
> Attn: Procurement Officer
> 20 E. 6th Street (Second Floor)
>   PO Box 5002
>   Tempe, Arizona 85280
>
>   [Contractor's Name]
> [Attn of Offeror Named in Contract]
>   [Address]

Or to such other address as either party may from time to time furnish in writing to the other by notice hereunder.

26. **No Waiver:** No breach of default hereunder shall be deemed to have been waived by the City, except by written instrument to that effect signed by an authorized agent of the City. No waiver of any such breach or default shall operate as a waiver of any other succeeding or preceding breach or default or as a waiver of that breach or default after demand by the City for strict performance of this Contract. Acceptance of partial or delinquent payments or performance shall not constitute the waiver of any right of the City. Acceptance by the City for any materials shall not bind the City to accept remaining materials, future shipments or deprive the City of the right to return materials already accepted. Acceptance by the City of delinquent or late delivery shall not constitute a waiver of a later claim for damages and/or bind the City for future or subsequent deliveries.

27. **Overcharges by Antitrust Violations:** The City maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the City. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as the goods and/or services used fulfill the Contract.

28. **Performance Standards**: Equipment shall operate in accordance with the performance criteria specified in the Request for Proposal, including the manufacturer's published specifications applicable to the machine involved. Each machine is expected to be available for productive use, as provided in the procurement documents. Penalties and/or bonuses applicable to machine and system performance, if any, shall be calculated as specified in the Request for Proposal.

29. **Preparation of Specifications by Persons Other Than City Personnel:** No person preparing specifications for this Request for Proposal shall receive any direct or indirect benefit from the use of these specifications.

30. **Procurement of Recycled Materials:** If the price of recycled material that conforms to specifications is within five percent (5%) of the lower priced material that is not recycled and the recycled Offeror is otherwise the lowest responsive and responsible Offeror, the proposal containing recycled material shall be considered more advantageous; provided the item(s) to be obtained contains at least the minimum amount of recycled content material as defined in the City's solicitation and sufficient funds have been budgeted for the purchase.

31. **Provisions By Law:** Each and every provision of law and any clause required by law to be in this Contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract will forthwith be physically amended to make such insertion or correction.

32. **Public Record:** After award of Contract, proposal responses shall be considered public record and open for public inspection except to the extent the withholding of information is permitted or required by law. If an Offeror believes a specific section of its proposal response is confidential, the Offeror shall mark the page(s) confidential and isolate the pages marked confidential in a specific and clearly labeled section of its proposal response. The Offeror shall include a written statement as to the basis for considering the marked pages confidential and the City Procurement Office will review the material and make a determination, pursuant to A.R.S. §§ 39-121, *et seq.*, and 41-1330, *et seq.* A general statement of confidentiality (boiler plate statement) that is not appropriately referenced to a specific section of the RFP will not be sufficient to warrant protection by the City. The confidential portion of the submission must be clearly noted with accompanying justification for treating the section confidential. Failure of the vendor to appropriately designate confidential information in this manner will relieve the City of any obligation to protect this information as confidential.

33. **Records:** Pursuant to provisions of Title 35, Chapter 1, Article 6 Arizona Revised Statutes §§ 35-214 and 36-215, Contractor shall retain, and shall contractually require each subcontractor to retain, all books, accounts, reports, files and other records relating to the acquisition and performance of the Contract for a period of five (5) years after the completion of the Contract. All such documents shall be subject to inspection and audit at reasonable times. Upon request, a legible copy of any or all such documents shall be produced at the offices of the City Attorney or City Procurement Office.

34. **Relationship of Parties:** It is clearly understood that each party to this Contract will act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other party. The Contractor is an independent contractor and shall be solely responsible for any unemployment or disability insurance payments, or any social security, income tax or other withholdings, deductions or payments that may be required by federal, state or local law with respect to any compensation paid to the Offeror. An employee or agent of one party shall not be an employee or agent of the other party for any purpose whatsoever.

35. **Rights and Remedies:** No provisions of this Request for Proposal or in the proposal shall be construed, expressly or by implication, as a waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of Contract. The failure of the City to insist upon strict performance of any term or condition of the Contract or to exercise or delay the exercise of any right or remedy provided in the Contract, or by law, shall not release the Contractor from any responsibilities or obligations imposed by the Contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the Contract.

36. **Safety Standards:** All items supplied on this Contract must comply with the current applicable Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the National Electric Code and the National Fire Protection Association Standards.

37. **Serial Numbers:** Proposals shall include equipment on which the original manufacturer's serial number has not been altered in any way. The City reserves the right to reject any and all equipment.

38. **Severability:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which may remain in effect without the invalid provision or application.

39. **Specially Designated Nationals and Blocked Persons List:** Contractor represents and warrants to the City that neither Contractor nor any affiliate or representative of Contractor:

   A. Is listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Asset Control, Department of the Treasury (OFAC) pursuant to Executive Order no. 13224, 66 Fed. Reg. 49079 ("Order");

   B. Is listed on any other list of terrorists or terrorist organizations maintained pursuant to the Order, the rules and regulations of OFAC or any other applicable requirements contained in any enabling legislation or other related Order(s);

   C. Is engaged in activities prohibited in the Order; or,

   D. Has been convicted, pleaded *nolo contendre,* indicted, arraigned or custodially detained on charges involving money laundering or predicate crimes to money laundering.

40. **Time of the Essence:** Time is and shall be of the essence in this Contract. If the delivery date(s) specified herein cannot be met, Contractor shall notify the City using an acknowledgment of receipt of order and intent to perform without delay, for instruction. The City reserves the right to terminate this Contract and to hold Contractor liable for any cost of cover, excess cost(s) or damage(s) incurred as a result of delay.

41. **Unauthorized Firearms & Explosives:** No person conducting business on City property is to carry a firearm or explosive of any type. All Offerors, Contractors and subcontractors shall honor this requirement at all times and failure to honor this requirement shall result in Contract termination and additional penalties. This requirement also applies to any and all persons, including those who maintain a concealed weapon's permit. In addition to Contract termination, anyone carrying a firearm or explosive device will be subject to further legal action.

42. **Warranties:** Contractor expressly warrants that all materials and/or goods delivered under the Contract shall conform to the specifications of this Contract, and be merchantable and free from defects in material and workmanship, and of the quality, size and dimensions specified herein. This express warranty shall not be waived by way of acceptance or payment by the City, or otherwise. Contractor expressly warrants the following:

    A.   All workmanship shall be finest and first-class;

    B.   All materials and goods utilized shall be new and of the highest suitable grade for its purpose; and,

    C.   All services will be performed in a good and workmanlike manner. Contractor's warranties shall survive inspection, acceptance and/or payment by the City, and shall run to the City, its successors, agents and assigns.

    The Contractor agrees to make good by replacement and/or repair, at its sole expense and at no cost to the City, any defects in materials or workmanship which may appear during the period ending on a date twelve (12) months after acceptance by the City, unless otherwise specified herein. Should Contractor fail to perform said replacement and/or repair to City's satisfaction within a reasonable period of time, City may correct or replace said defective or nonconforming materials and recover the costs thereof from Contractor. This warranty shall not operate to reduce the statute of limitations period for breach of contract actions or otherwise, or reduce or eliminate any legal or equitable remedies.

43. **Work for Hire and Ownership of Deliverables:** Contractor hereby agrees and covenants that all the results and proceeds of Contractor's work and/or services for the Project specified herein, for Contractor and all of its agents, employees, officers and subcontractors, shall be owned by the City, including the copyright thereto, as work for hire. In the event, for any reason such results and proceeds are not deemed work for hire, Contractor agrees and covenants that it shall be deemed to have assigned to the City all of its right, title and interests in such results, proceeds and content to the City, without limitation. Contractor agrees to indemnify and hold the City harmless from and against all claims, liability, losses, damages and expenses, including without limitation, legal fees and costs, arising from or due to any actual or claimed trademark, patent or copyright infringement and any litigation based thereon, with respect to any work, services and/or materials contemplated in this Contract. Contractor agrees to pay to defend any and all such actions brought against the City. Contractor's obligations hereunder shall survive acceptance by the City of all covenants herein as well as the term of the Contract itself.

44. **Non-exclusive Contract:** Any Contract resulting from this Request for Proposal shall be awarded with the understanding and agreement that it is non-exclusive and entered into for the sole convenience of the City. The City reserves the right to obtain like goods or services from another source to secure cost savings or if timely delivery may be met by the Contractor

45. **Ordering Process:** Upon award of a Contract by the City Procurement Office, the City may procure the specific material and/or service awarded by the issuance of a purchase order to the appropriate Contractor. Each purchase order must cite the correct Contract number. Such purchase order is required for the City to order and the Contractor to deliver the material and/or service.

46. **Shipping Terms:** Prices shall be F.O.B. Destination to the delivery location(s) designated herein. Contractor shall retain title and control of all goods until they are delivered and the Contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. The City will notify the Contractor promptly of any damaged materials and shall assist the Contractor in arranging for inspection. Shipments under reservation are prohibited. No tender of a bill of lading shall operate as a tender of the materials.

47. **Delegated Awards**: In the event this Contract is administratively awarded via delegated authority as provided for in Section 26A-5 of the Procurement Ordinance, the Contractor acknowledges that a final Contract with the City of Tempe requires City Council approval and possibly the signature of the Mayor. Should this Contract be rejected by the City Council, Contractor agrees that it is immediately void and unenforceable against any party. The awarded firm(s) will be compensated only for any and all costs incurred up to the date of notification of such termination.

Special Terms and Conditions

Proposals taking exception to Special Terms & Conditions stated within this Request for Proposal may cause the Proposal to be considered nonresponsive and rejected.

1. **City Procurement Document:** This Request for Proposal is issued by the City. No alteration of any portion of this Request for Proposal by an Offeror is permitted and any attempt to do so shall result in vendor's proposal Offer being considered nonresponsive, and rejected. No alteration of any portion of a resultant Contract is permitted without the written approval of the City Procurement Office and any attempt to do so shall be considered a breach of the Contract. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, Contract termination and/or suspension of the Contractor.

2. **Offer Acceptance Period:** To allow for an adequate evaluation, the City requires the vendor's proposal Offer in response to this Request for Proposal to be valid and irrevocable for one hundred twenty (120) days after the proposal due time and date.

3. **Contract Type:** Term with justifiable price adjustments allowed, indefinite quantity.

4. **Term of Contract:** The term of the Contract shall commence on the date of award and shall continue for a period of one (1) year thereafter, unless terminated, canceled or extended as otherwise provided herein.

5. **Contract Renewal:** The City reserves the right to unilaterally extend the period of any resultant Contract for ninety (90) days beyond the stated term. In addition, the City at its option may renew for supplemental terms of up to a maximum of four (4) additional years. The period for any single renewal increment shall be determined by the City Procurement Office. Such increment shall not be for more than a period of one (1) year each, unless the City is eligible to obtain a significant cost and/or supply advantage by a longer Contract renewal period.

6. **Delivery:** Delivery is an important consideration and shall be considered a material factor in the determination of an award. Therefore, delivery time after receipt of an order must be stated in definite terms. Offeror must expressly state any variations in delivery time by item.

7. **Price Adjustment:**

    A. The Procurement Office will review fully documented requests for price increases after the Contract has been in effect for 12 months. The requested price increase must be based upon a cost increase that was clearly unpredictable at the time of the Proposal and can be shown to directly affect the price of the item concerned. The City Procurement Office will determine whether the requested price increase, or an alternative option, is in the best interest of the City. Advanced thirty (30) day written notification by Contractor is required for any price changes. All price adjustments will be effective on the first day of the month following approval or acceptance by the City Procurement Office. After the City approves a price increase the Contractor shall not be eligible to receive an additional increase until 12 months from the date of the last approved price increase.

    B. Price increase requests must be acknowledged in writing by the City Procurement Office before becoming effective. If not acknowledged within thirty (30) days, Contractor shall contact the City Procurement Office to assure the price increase request was received.

    C. The Contractor shall offer any published price reduction or if applicable to Contract, profit sharing price advantage to the City concurrent with its announcement to other customers. A price reduction or profit sharing price advantage may be offered at any time during the terms of an awarded Contract and shall become effective upon notice and acceptance. The City shall likewise take advantage of any special sales discounts offered to the general public, which exceed contracted price discounts extended to the City by the Contractor.

8.   **Multiple Awards:** The City has a large number and variety of potential customer departments. In order to assure that any ensuing Contracts will allow the City to fulfill current and future requirements, the City reserves the right to award Contracts to multiple companies. The actual utilization of any Contract will be at the sole discretion of the City. The fact that the City may make multiple awards should be taken into consideration by each Offeror.

9.   **Brand Names:**   Any manufacturer's names, trade names, brand names or catalog numbers used in the specifications are for the purpose of describing and establishing the quality level, design and performance desired. Such references are not intended to limit or restrict proposal Offers by other Offerors but are intended to establish the quality, design or performance, desired by the City. Any Offer, which proposes like quality, design or performance, will be considered.

10. **Minimum Warranty Period:** All equipment supplied under this RFP shall be fully guaranteed by the Contractor for a minimum period of one year from the date of acceptance by the City. Any defects of design, workmanship, or materials, that would result in non-compliance with the Contract specifications, shall be fully corrected by the Contractor (including parts and labor) without cost to the City.

11. **Descriptive Literature:**   Offeror shall provide the City with complete manufacturers' descriptive literature regarding the materials, equipment, or products proposed to be furnished under the Contract. Literature shall be provided in sufficient detail so as to provide the City with full and fair evaluation of the proposal. Failure to include required information may result in the Offer being rejected.

12. **Demonstration Models:**   Demonstration units of the equipment offered must be available in the Tempe geographic area. The City Procurement Office may arrange a time and place for equipment demonstrations for the purpose of evaluation. Demonstrations shall be performed at no expense to the City.

13. **Current Products:** All Offers made in response to this Request for Proposal shall be in current and ongoing production shall have been formally announced for general marketing purposes shall be a model or type currently functioning in user environments and shall meet or exceed all specifications and requirements set forth in this solicitation. Enhancements to established products need not necessarily comply with this clause, and will be reviewed on individual merits.

14. **Product Discontinuance:** The City may award Contracts for particular products and/or models of equipment as a result of this solicitation. In the event that a product or model is discontinued by the manufacturer, the City at its sole discretion may allow the Contractor to provide a substitute for the discontinued item. The Contractor shall request permission by the City to substitute a new product or model and provide all of the following:

   A. A formal announcement from the manufacturer that the product or model has been discontinued;

   B. Documentation from the manufacturer that names the replacement product or model;

   C. Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original solicitation;

   D. Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model; and

   E. Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.

15. **Maintenance Service:** Contractor covenants and agrees to maintain the equipment set forth in the Request for Proposal, or alternatively, warrants that the equipment manufacturer will maintain the equipment acquired under the Contract in good working order and in accordance with the manufacturer's official published specifications and any other specifications set forth herein. Additional terms and conditions applicable to maintenance of the equipment may be specified in a separate maintenance agreement between the City and the Contractor or

equipment manufacturer. In no event shall the provisions of such separate agreement supersede the provisions of the Contract.

16. **Installation and Training:** The Contractor shall install the equipment and provide training to City personnel to assure proper operation and utilization. Necessary manuals shall be furnished to the City for each piece of equipment at no cost to the City.

17. **Insurance:**

   A.   Insurance Required: Prior to commencing services under this Contract, Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries (including death) to persons and damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees, subcontractors, or sub-subcontractors. For Offerors with self-insurance, proof of self-insurance with minimum limits expressed below must be submitted on proper forms for evaluation prior to award of Contract.

   A Contract Award Notice or Purchase Order will not be issued to a Vendor until receipt of all required insurance documents by the City Procurement Office with such documents meeting all requirements herein. In addition, before any Contract renewal, all required insurance must be in force and on file with the City Procurement Office. Contractor must submit required insurance within ten (10) calendar days after request by the City Procurement Office or the award may be rescinded and another Vendor selected for award.

   B.   Minimum Limits of Coverage: Without limiting any obligations or liabilities, the Contractor, at its sole expense, shall purchase and maintain the minimum insurance specified below with companies duly licensed or otherwise approved by the State of Arizona, Department of Insurance and with forms satisfactory to the City. Each insurer shall have a current A.M. Best Company, Inc., rating of not less than A-VII. Use of alternative insurers requires prior approval from the City.

      i.   Minimum Limits of Insurance. Contractor shall maintain limits no less than:

         a.   *Commercial General Liability*

         Commercial general liability insurance limit of not less than $1,000,000 for each occurrence, with a $2,000,000 general aggregate limit. The general aggregate limit shall apply separately to the services under this Contract or the general aggregate shall be twice the required per occurrence limit. The policy shall be primary and include coverage for bodily injury, property damage, personal injury, products, completed operations, and blanket contractual coverage, including but not limited to the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as insurance service officer policy form CG2010 11/85 edition or any replacement thereof.

         In the event the general liability policy is written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of the services as evidenced by annual certificates of insurance.

         Such policy shall contain a "severability of interests" provision.

         b.   *Worker's Compensation*

         The Contractor shall carry worker's compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor employees engaged in the performance of services; and employer's liability insurance of not less than $100,000 for each accident, $100,000 disease for each employee and $500,000 disease policy limit.

In case services are subcontracted, the Contractor will require the subcontractor to provide worker's compensation and employer's liability to at least the same extent as provided by Contractor.

c. *Automobile Liability*

Commercial business automobile liability insurance with a combined single life or bodily injury and property damages of not less than $1,000,000 per accident regarding any owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor services. Coverage will be at least as broad as coverage Code 1 "any auto". Insurance Service Office policy form CA0001 Y87 or any replacements thereof. Such coverage shall include coverage for loading and unloading hazards.

C. Additional Insured. The insurance coverage, except for workers compensation and professional liability coverage, required by this Contract, shall name the City, its agents, representatives, directors, officials, employees, and officers, as additional insureds, and shall specify that insurance afforded the Contractor shall be primary insurance. This provision and the naming of the city as an additional insured shall in no way be construed as giving rise to responsibility or liability of the City for applicable deductible amounts under such policy(s).

D. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted by the City. Failure to do so shall constitute a material breach of this Contract.

E. Primary Coverage. Contractor's insurance shall be primary insurance to the City, and any insurance or self insurance maintained by the City shall not contribute to it.

F. Claim Reporting. Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage afforded under the policy to protect the City.

G. Waiver. The policies, including workers' compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the City, its agents, representatives, directors, officers, and employees for any claims arising out of the work or services of the Contractor.

H. Deductible/Retention. The policies may provide coverage which contain deductibles or self-insured retentions. Such deductible and/or self insured retentions shall be disclosed by the contractor and shall not be applicable with respect to the coverage provided to the City under such policies. Contractor shall be solely responsible for deductible and/or self-insurance retention and the City, at its option, may require Contractor to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

I. Certificates of Insurance. Prior to commencing work or services under this Contract, Contractor shall furnish the City with certificates of insurance, or formal endorsements as required by the Contract, issued by the Contractor's insurer(s), as evidence that policies providing the required coverages, conditions, and limits required by this Contract are in full force and effect. Such certificates shall identify this Contract number or name and shall provide for not less than thirty (30) days advance notice of cancellation, termination, or material alteration. Such certificates shall be sent directly to: Contract Administrator, City of Tempe, P. O. Box 5002, Tempe, AZ 85280.

J. Copies of Policies. The City reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the above policies and/or endorsements. The City shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements,

and such receipt shall not relieve Contractor from, or be deemed a waiver of, the City's right to insist on strict fulfillment of Contractor's obligations under this Contract.

18. **Software License:** The Contractor grants to the City a non-assignable, non-transferable and non-exclusive license to use the proprietary computer programs and related materials (software) specifically identified in the appropriate schedule to this Contract. The City understands and acknowledges that the software contains confidential information and other data proprietary to Contractor. The City agrees not to disclose, proliferate or duplicate nor allow to be disclosed, proliferated or duplicated any such confidential information or data except for archive, diagnostic, backup or emergency restart purposes. However, if confidential proprietary information of the Contractor, as determined by the City and the Contractor, is requested from the City pursuant to a public records request, subpoena or other process, Contractor shall be responsible for protecting its confidential information, shall be responsible for representing itself and the City with the City retaining the right to approve the selection of any attorneys hired to defend its interests, in any resulting legal actions and shall be responsible for any and all costs in so doing, including the payment of attorneys' fees, court costs and other expenses as may be required in protecting such information and in representing itself and the City.

Scope of Work
Mobile Automated License Plate Recognition (ALPR) Systems

<u>PURPOSE</u>

The purpose of this Request for Proposal (RFP) is to develop a long-term contract with a qualified firm to provide mobile Automated License Plate Recognition (ALPR) systems that will be installed on designated patrol vehicles to assist the Tempe Police Department in fighting crime, pursuing investigations and ensuring community safety.

The Systems will include a) image capture using high resolution cameras for license plate reading, b) processing capabilities to read and match license plates, and c) reporting software that will have the capability to integrate with and transfer data between the Police Department's management software (Versaterm/Versadex) and the ALPR systems.

Although the initial focus of this procurement will be on mobile technology (outfitting of approximately five (5) patrol and unmarked vehicles and the possible purchase of a portable trailer unit), the City reserves the right to purchase fixed and portable ALPR systems under any resultant contract. As a longer term goal, it is paramount that the awarded system effectively integrates with other ALPR systems in use in surrounding municipalities in order to leverage policing efforts on a regional basis.

<u>BACKGROUND</u>

The City of Tempe is located in the center of the Phoenix metropolitan area. Bordered by Phoenix to the West, Mesa to the East, Scottsdale to the North and Chandler to the South. Tempe is the most densely populated large city in the state of Arizona and is home to Arizona State University. Tempe has a population of 161,719 people within a 40 square-mile area that is connected to four major freeways. The Police Department includes 350 sworn officers.

<u>TEMPE'S UNDERSTANDING OF ALPR TECHNOLOGY AND ITS APPLICATION</u>

The City is familiar with ALPR technology and has successfully used it since 2005 with the purchase of two (2) portable two-camera ELSAG systems. Initially, this new procurement will include the outfitting of approximately five (5) police vehicles and will include a trade-in option of the existing ELSAG units (ELSAG MPH 900).

ALPR technology is in essence the collection of data; photo of license plate, with date, time and location stamp. The images captured are plate specific, not driver specific, i.e. identifying license plates, not faces of individuals.

ALPR units scan license plate of vehicles (whether in motion or stationary). The system compares the scanned plate against the existing database of plates of interest to law enforcement – for example stolen vehicles and vehicles registered to owners with open warrants. ALPR technology has the capability to scan thousands of vehicles which currently is conducted by police officers manually, plate by plate. When the system recognizes a match, a signal alerts the officer to proceed with further confirmation, investigation, or actions as appropriate.

The system is multi-faceted, constantly scanning plates and adding to the database (massive amounts of data in), while simultaneously seeking specific plates that police have identified as being of interest related to investigations (discrete bits of information out).

Applications for the Tempe Police Department include:

> ➢ To alert law enforcement of license plates in Amber Alert incidents;

> ➢ To alert law enforcement of plates related to active warrants;

> ➢ To alert law enforcement of license plates which belong to sex offenders around schools and Playgrounds;

- ➤ To prevent and suppress crime, apprehend offenders and recover stolen property;

- ➤ To alert law enforcement of license plate numbers related to crimes in progress and time sensitive pursuit of criminal suspects;

- ➤ Narcotics trafficking and illegal drug enforcement;

- ➤ Homeland security and interoperability with partner law enforcement;

- ➤ To assist both Tempe and its partner law enforcement investigators in crime analysis and correlations between suspect vehicle location with crime scenes, particularly critical since criminals do not recognize boundaries, and may often live outside the Tempe area;

DEPLOYMENT OPTIONS

Deployment is based on a variety of variables, including traffic patterns, crime trends, crime hotspots, event locations, and local geography. Options for ALPR technology are fixed, mobile/mounted and portable. Based on research and discussion with partner law enforcement agencies experienced in the deployment of the ALPR technology, the optimal deployment includes a mix of fixed, mounted and portable devices.

Fixed Deployment: Tempe is 42 square mile, roughly rectangular in shape, accessible and essentially surrounded by freeways on all sides: on the north by the 202 or Red Mountain Freeway, to the south by the US 60, to the west by the I-10 and to the east by the Loop 101. Fixed devices would be deployed at strategic locations across the City, potentially including traffic funnel points, major avenues of ingress and egress, critical infrastructure, schools, parks and high crime areas.

Mobile/Mounted Deployment: Arming the Patrol Fleet would achieve significant results in terms of fighting crime. Mobile units can be used strategically (in high-crime areas) or tactically (specific to a crime incident at a specific location). Information is uploaded and downloaded immediately – and available to hundreds of law enforcement personnel immediately, particularly critical during an active incident.

Portable Deployment: Utilized by specialty units, including counter-drug, Attacking Crime Trends in Our Neighborhoods (ACTION), Criminal Apprehension Surveillance Teams (CAST), WANTED, HIDTA, and during large special events at which the thousands of attendees, media coverage, dignitary or celebrity and high visibility create a potential target for terrorists or urban crime gang activity.

DATA MANAGEMENT AND INTEGRATION

The data gathered by the ALPR technology will be stored on hard drives/servers, and housed securely. As with all Tempe Police Technology systems, this system would be managed by the Support Services Bureau. As an option, the City would like to review offers that would allow for a vendor hosted/cloud based solution that could offer advantages when considering the integration of similar systems in surrounding municipalities.

ALPR technology has been utilized in Arizona since 2005 by the cities of Phoenix, Scottsdale, Chandler, Mesa and Gilbert, Glendale, Peoria, Maricopa, Buckeye, Tucson and Flagstaff, as well as the Salt River Community, Cochise and Gila County, and the Arizona Department of Public Safety. Tempe Police Department plans to integrate this technology as a component of its intelligence-led policing efforts. The ALPR technology will further integrate and enhance its ability to share crime data with law enforcement partners across municipal and state lines, including California and Nevada, and other states.

GENERAL REQUIREMENTS:

1. The vendor must provide variants of the Optical Character Recognition (OCR) Engine that are tailored/designed for a specific country, state or region of interest.

2. As part of the vendor's system maintenance agreement with the customer, Optical Character Recognition (OCR) updates and/or revisions must be reasonably provided to address changes in the state's license plates during the term of the maintenance agreement.

3. The system must have the capability to capture vehicle license plates at speeds up to 120 mph with license plate capture and read accuracy rates in excess of 90% for machine readable plates.

4. The system must provide effective license plate capture at night with no external lighting required.

5. After issuance of the purchase order, all hardware and software for the initial 5-vehicle system shall be delivered, installed and made operational in the Police vehicles as soon as possible but no later than twelve (12) weeks after receipt of order.

6. The vendor must provide on-site system training for up to ten (10) system users and the System Administrator/s in coordination with the installation of the equipment.

7. The vendor must provide system installation in the customer's vehicles according to the customer's requirements.

8. All system documentation must be furnished in electronic format.

9. The manufacturer must have the ability to provide ALPR cameras for fixed site and mobile monitoring, as well as installation services and support for these cameras. These fixed/mobile site cameras must be compatible with the same back-office software application outlined in these proposal specifications for the mobile system, allowing for the data to be collected in a central location for all mobile, fixed and portable cameras.

HARDWARE SPECIFICATIONS:

CAMERAS:

1. The system must be primarily comprised of self-illuminating infrared (IR) cameras for effective license plate image capture in a variety of weather and lighting conditions.

2. The IR Light Emitting Diodes (LEDs) must be "pulsed" to enhance license plate capture and extend the lifetime of the LED board.

3. The cameras must have a dual lens configuration in a single camera housing featuring both an IR lens for license plate capture and a color overview image of the vehicle for verification purposes. This camera housing shall also contain onboard IR illumination, and shall be sealed to IP67 standards.

4. The dual lens camera must be capable of capturing up to 60 frames per second.

5. The cameras must be capable of producing multiple license plate images with varying flash, shutter and gain settings to ensure a high quality image regardless of weather or lighting conditions.

6. The cameras must utilize a software camera controller to facilitate the selection of the optimum settings for the gain and shutter. Once configured by the system administrator or the vendor, all settings must be automated in each camera.

7. The cameras must be no more than 2" tall (height) and permanently attached to the vehicle's emergency light bar so not to obstruct or otherwise hinder visibility to the light bar. Other mounting recommendations made by the vendor will be considered if it improves vehicle appearance and the functionality of the ALPR system.

8. Each camera shall weigh no more than 4 pounds.

9. All camera mounting bracket systems must be fabricated specifically for the vendor's cameras and must be furnished by the vendor.

10. In addition to the camera mounting bracket systems that attach to the vehicle's emergency light bar, the vendor must also provide an optional camera mounting bracket system that can be installed on those police vehicles commonly referred to as "unmarked units" or those with no roof-mounted light bar. (i.e. magnet or clip-on). These brackets must easily allow for rotation, tilt, and yaw adjustments.

11. There must be no moving parts in the dual-lens camera.

12. The cameras must have a fixed focal point or target distance from the camera to the vehicle license plates from 8 feet to 32 feet.

13. It is preferred that all camera cabling and camera connectors be manufactured or assembled by the vendor that provides the ALPR system and all of the required components.

PROCESSOR:

1. The system must provide the customer with the ability to integrate to their existing Mobile Device Communication (MDC) using client/server technology in order to minimize processor usage on their existing MDC.

2. The ALPR Processor must have a "self trigger" mode to detect the presence of lawfully mounted vehicle license plates in the cameras' field of view (FOV) for image capture from the camera.

3. The ALPR Processor must be designed to be trunk mounted and must incorporate an intelligent Power Supply Unit (PSU) that provides for a safe start and shut down each time the vehicle's ignition is turned on and off.

4. The ALPR Processor must control the power supplied to the cameras and provide video collection points for simplified system wiring.

5. The ALPR Processor must have an operating input range of 10.5-16.5V DC in order to be powered by a standard 12V vehicle power system.

6. The ALPR Processor hard disk drive must be able to operate reliably in harsh mobile environments.

7. The ALPR Processor shall have at least four digital camera connections and a dedicated GPS.

8. The ALPR Processor must be designed to meet the environment conditions associated with a trunk-mounted unit.

CLIENT (IN VEHICLE) SOFTWARE SPECIFICATIONS:

1. The application software must be capable of supporting an unlimited number of "hot list" databases for simultaneous matching.

2. The System Administrator must have the capability to define the police department's database(s) and assign a color code and priority level to each database to be used when a "match" or a "hit" occurs, i.e., stolen vehicles, stolen license plates, sexual predators, armed felon suspects, warrants, etc.

3. The application software that resides in the police unit must provide for a Username and Password as assigned by the System Administrator.

4. The application software must be responsive in comparing a captured license plate against multiple and voluminous database(s) with less than a two (2) second response to a query of a database(s) containing up to 10,000,000 records.

5. The system must have the feature that allows "hot list" database(s) to be created in the field by authorized users and the authorized users must have the capability to add license plate data to the system's database(s) while in the field. All license plate data added by the authorized user will remain part of the selected database until the database(s) is "overwritten" by the System Administrator or by a new or updated database(s).

6. The system must provide a feature to enable or disable "fuzzy-logic" plate matching in each police unit to enable the system to match common number character issues (0/o and 8/B) or unknown characters. This feature can be enabled or disabled at the user's discretion.

7. It is preferred that the system be capable to read license plates from up to four (4) dual lens cameras simultaneously.

8. The system should provide live, simultaneous video display of all of the following data for the two (2) dual lens cameras as selected by the user:

    a) The IR License Plate Image

    b) The license plate interpretation or system read

    c) A corresponding color overview image of the vehicle displaying the captured IR license plate

    d) The date and time stamp

    e) Identification of the Camera capturing the image

    f) The GPS Coordinates for every license plate captured by the system

9. When the system identifies a "match" or a "hit" of the license plate, the following additional data should be displayed in a timely manner on the system's Hit Screen:

    a) The color coded database indicating the name or title of the database where the "match" occurred

    b) All narrative text, if any, from the database where the "match" occurred

10. The Hit Screen must remain displayed until acknowledged by the officer, and while displayed, the system must continue to process license plate data in the background and all captured data must be stored in the system during this interval.

11. If so configured within the Back Office by the Administrator, the officer may also be required to select a disposition button on the Hit Screen. These Dispositions are determined by the Administrator, and may be used in reporting the result of the hit (Arrest, Vehicle Parked, Vehicle Recovered, etc). In the event that a subsequent "match or hit" should occur while the original Hit Screen is displayed to the officer, the system must alert the officer that a second or subsequent "hit" occurred and the system is waiting for the officer's intervention.

12. The system must provide a touch screen feature to enlarge the vehicle's color overview image so that it can be examined by the police officer in order to gain additional information or the verification of information.

13. The system must provide touch screen navigation for the police application GUI.

14. The system should provide the System Administrator with the ability to customize audible alerts to differentiate between unique events within the software application.

15. The system must provide a visual alert for each defined event that displays in the foreground regardless of other applications in use at that time.

16. The system must provide the officer with the capability to mark a license plate read as a "misread."

17. The system must provide the officer with the capability to manually enter a license plate for the purpose of searching that license plate against the system's database(s).

18. The system must provide the officer with the capability to review all of the following:

    a) "Hits"

    b) License plate images and associated data

    c) License plate searches performed by the officer indicating the date and time the search was conducted

    d) Misreads

19. The system must provide the officer with the ability to query the client software application to determine if a particular license plate has been captured in the system. If the license plate data is in the system, the officer must have the ability to review each license plate capture and the associated system data displayed on the Review Screen to include:

    a)The IR License Plate Monochrome Image

    b)The corresponding color overview image of the vehicle

    c)The date and time stamp and

    d)The GPS coordinates

20. The system should provide the ability to add notes to the "hit" record for permanent storage and subsequent retrieval.

20.1.Target photos of individuals can be attached to a hotlist and displayed upon a hit;

21. The system must be capable of capturing license plates in any of the following modes;

    a) an adjacent lane on either side of the police vehicle while driving through traffic and/or parking lots;

    b) traffic in an adjacent lane while parked on the side or shoulder of a roadway;

    c) any parking application from parallel to perpendicular parked car orientation with respect to the movement of the police vehicle and

    d) an adjacent lane to capture the rear license plate of the vehicle as it passes the police unit or vice versa

22. The camera configuration must be capable of switching from one monitoring mode to another via the software application by "pressing" the corresponding on-screen function button.

23. The system must have the capability to capture a still image of importance at the officer's discretion using the color overview camera(s).

24. It is preferred that the system include Electronic Parking Enforcement functionality to include but be not limited to technology to automatically spot parking violators in time-limited zones or designated areas by license plate number and to alert personnel to potential violators based upon wheel imaging or GPS comparison between initial and subsequent passes. (Check with Mark)

SERVER SOFTWARE (BACK OFFICE) SPECIFICATIONS:

1. As part of the overall system and functionality, a back-office software application must be provided so the customer can manage all the data collected by the various ALPR deployment (client applications), manage the database functions and manage the user administration functions.

2. The system should provide the ability to customize the client application screens and alarms based on system "hits."

3. The system must provide the ability to assign priorities to the various databases utilized by each police agency.

4. The system must provide the System Administrator with the ability to import national and local databases from a website, ftp location, or network address.

5. The system shall allow for the option of automatically updating all hotlist databases from the originating website, FTP, or network location.

6. The system shall allow for the scheduling of "hot list" updates from the source location.

7. The system shall allow for the definition of custom "hot list" import formats, to enable a standard CSV or text file to be easily imported and made useable by the system without the need for vendor involvement.

8. The system should allow for the option of configurable disposition buttons to be pushed out the client application. These dispositions are determined by the Administrator, and when enabled, require the officer to enter a disposition prior to clearing the Hit screen (Arrest, Vehicle Parked, Vehicle Recovered, etc). This information is fed back into the server application for reporting purposes.

9. The system must provide application security by assigning users to a Group, with a defined Role, which determines privileges within the system.

10. The system must allow for an administrator to easily import users from their Active Directory, assign these users to a Group, and establish a password. Ideally, the system will integrate with Active Directory for single sign-on.

11. The system must provide the System Administrator with the ability to define and configure custom roles with various access privileges based upon user responsibilities.

12. The system should allow the administrator to view users currently logged into the system, and disconnect users as needed.

13. The system should provide a quick click reporting system statistics (reads, hits, etc) for a given timeframe, mobile unit, or officer login ID.

14. The system must provide the ability to perform a full or partial license plate query against the databases.

15. The system must provide the ability to query for license plate data based upon time, date, location and the user.

16. The system must provide the ability to query for a full or partial license plate based on a physical address and search radius.

17. The system must provide the ability to utilize a mapping function to plot or identify the locations of a particular license plate or identify all plates captured in a particular area during a particular time.

18. The system must provide the ability to utilize a mapping function to plot or identify the location of all "hits."

19. The system must provide the ability to run a query, and select a subset of that query for Detail Reporting, or for plotting on a single map for cluster or pattern analysis.

20. The system must allow for advanced mapping to include street, satellite, and birds eye views for investigations and planning of surveillance operations.

21. The system must provide multiple methods for downloading and uploading information between the vehicle and the back-office application including USB thumb drive and wireless.

22. The system must provide a server network environment to facilitate the sharing of data.

23. The system shall be JDXML Compliant to facilitate pending ALPR Data Standardization efforts from NIJ and IACP.

24. The system shall use Microsoft SQL as its database engine.

25. The system shall allow for remote user setup, and networking capabilities, to facilitate querying and data sharing across agencies and jurisdictions.

26. The client application for networked PC's and laptops must be a zero administration installation from a web page residing on the server.

27. The client application for networked PC's and laptops must be compatible with Microsoft Windows XP and Microsoft Windows 7 in a VMWare environment and a non-virtual environment.

28. Data and images stored in the system must have the capability to be printed as determined by the System Administrator.

29. An "Export to Excel" and "Print to pdf" function must be provided within the application for reads, hits, and reports.

30. The system must provide a method for automatically purging data at the device level, based upon the System Administrator's specifications.

31. The system shall feature a help menu within the application.

32. The system shall allow for role-based access to individual reports.

33. The system shall provide a standard email template to be used for email alert notifications, and shall allow customization of that email template.

34. The system shall allow for the automated and controlled deployment of a hotlist to any selection of cameras or mobile systems.

35. The system shall allow for the notification rules to be set for a specific hotlist, allowing the administrator to define which user groups with defined roles receive alert notifications from a given hotlist.

36. The system shall allow for the live monitoring of reads and/or hits from any number of fixed cameras or mobile systems, such as may be used in a dispatch facility.

37. The system shall allow retention limits to be set for data gathered based on the Administrator's data classification

38. The system shall support the automated, scheduled export of data selected on specified criteria to an Administrator specified FTP server, fileshare, or other storage.

39. The system shall be a cloud based solution, compatible to interface with other agencies and other ALPR systems and databases.

Required Information
"Return this Section with your Response"

<u>Required Information</u>

Offerors will include one (1) original and five (5) copies of the complete proposal including one (1) electronic copy of complete proposal (CD or flash drive). Carefully review the following required information components and ensure that <u>all elements</u> are responded to in the same format as presented below:

1.   <u>Introduction/Background</u> – Provide background information on the company to include:

        a) Brief history of company including official name, location of office(s), year founded, market focus, etc.
        b) Number of years the firm has been in business
        c) Number of years firm has been selling and supporting ALPR products similar to the products proposed
        d) Provide a brief overview of the products being offered
        e) Include information that would support the general success of the company in (percent of market share, industry achievements, total number of public safety agencies for both Arizona and U.S. using products, etc.).

2.   <u>Signed Offer Form</u> – Complete and <u>sign</u> the Vendor's Offer Form (Form 201-B) by an authorized representative of the submitting company.

3.   <u>System Offered</u> – Provide a detailed description of the ALPR system/products being offered. Include descriptive and technical literature that fully describes the features and functionality of the products offered.

4.   <u>Compliance with Specifications</u> - Provide a line by line response (indicating "comply" or "not comply") for each of the line item specifications listed on page 25 through 31 beginning under the header "General Requirements." If a "not comply" is noted for any area, explain the deviation and how that particular functionality is addressed by the offered system.

5.   <u>Ability to Offer Alternate Delivery Platforms</u> – Indicate if your firm can provide ALPR systems/products for fixed and portable applications and briefly describe these products.

6.   <u>Method of Approach</u> – Describe the method of approach that will be used to furnish, install, integrate, train, maintain and support the ALPR hardware and software products offered as part of this RFP.   Specifically discuss how the company will install the software on the City's Panasonic tough books and integrate that software with the City's Police management software (Versaterm/Versadex). Also discuss how the proposed product will integrate with other ALPR systems being utilized in surrounding municipalities. Discuss the various software delivery models available including a City hosted model and a Vendor hosted/cloud model.   Discuss the overall approach to providing on-going maintenance and support of the selected software, frequency of program updates, response time to assistance calls, etc.

7.   <u>Project Team</u> – Provide a description of the key personnel who will be assigned to oversee and manage this project.

8.   <u>Experience</u> – Describe your company's overall experience in selling and supporting the ALPR product offered. List the various law enforcement agencies within Arizona and surrounding states that are actively using the products.   Provide three (3) references where the same product offered the City is being utilized. Include organization name, phone number, contact person and brief description of the products purchased. Also, explain if any of these clients are sharing their data with other municipalities/agencies to support a regional policing effort.

9.   <u>Timeline</u> – Provide an implementation timeline that is predicated on an award date of May 9, 2013. The City has tentatively established August 1, 2013 as the completion date for this project at which time the ALPR products would become fully operational.

10. <u>Warranty</u> – Describe any warranties (including length of warranty term) that would apply to the product offered.

11. <u>Pricing</u> – Complete the attached Pricing Section and ensure any and all costs that would apply to this contract scope are included.

12. <u>Contract Documents</u> – Indicate if any separate agreements will be required to be incorporated into the final contract documents. The City prefers to use the RFP documents as the contract but will consider any separate agreement if provided and deemed reasonable (subject to legal review).

13. <u>Additional Value</u> – Please provide any additional information that would aid the City in evaluating the product offered including any value added benefits of the proposed solution.

Proposal Checklist for Submittals

_____ One (1) <u>signed</u> and complete original of the proposal response, including "Vendor's Proposal Offer" (Form 201-B).

_____ Five (5) copies of your submittal and one (1) electronic copy on CD or flash drive.

_____ Proposal "Required Information" has been completed and included as detailed on Pages 32 and 33. Be sure that all elements are responded to.

_____ Pricing Information completed and included

_____ Any addendum(s) have been included

Evaluation Criteria

	Award Criteria	Weight	X	Rating	=	Points
1.	Solution Offered – The overall quality of the solution offered to include the ability of the equipment and software to meet the specifications as listed in the Scope of Work section and the firm's method of approach used to integrate software with City's laptops and management software, etc.	30	X	_____	=	_____
2.	Price – the overall cost of the proposed solution.	25		_____	=	_____
3.	Experience – The experience of company in successfully selling and supporting the proposed solution to include references submitted.	15	X	_____	=	_____
4.	Inter-Agency Integration - Ability of ALPR system to integrate effectively with other ALPR products utilized in surrounding municipalities	15		_____		_____
5.	Timeline – The proposed timeline offered and its ability to meet or improve on the City's requested completion date.	10	X	_____	=	_____
6.	Responsiveness – The ability of firm to comply with the submittal requirements and ability to agree to the City's terms and conditions or offer reasonable alternatives within proposed agreement.	5	X	_____	=	_____
				Total	=	_____

This proposal will be evaluated on a cumulative point system using the rating scale shown below (fractional points may be selected within this range).

Scoring

Outstanding	.	.	.	10
				9
Good	.	.	.	8
				7
				6
Average	.	.	.	5
				4
				3
Poor	.	.	.	2
				1
Not Addressed or Unacceptable				0

To evaluate the cost portion of the above criteria, the City may elect to evaluate each firm on a percentage basis of the lowest cost Offer. The formula would be: (Lowest Priced Offer/Evaluated Firm's Price) X Points Possible = Evaluation Points.

Pricing Section
"Return this Section with your Response"

ITEM NO.	DESCRIPTION OF REQUIRED MATERIAL, SERVICE OR CONSTRUCTION	QTY	UNIT	UNIT PRICE	EXTENDED PRICE
	Firms shall price the ALPR products to include all freight and installation costs and functionality as described in the Scope of Work section. The City plans to initially outfit a combination of patrol and unmarked vehicles (5 vehicles) with mobile ALPR products.				
Hardware for Mobile ALPR System					
1.	Pricing for a two (2) camera mobile ALPR system in accordance with specifications to include delivery, set-up, installation, one-year warranty and training Mfg. and Model Offered:_____ Warranty Term:_____	1	EA	$_____	$_____
2.	Pricing for a three (3) camera mobile ALPR system in accordance with specifications to include delivery, set-up, installation, one-year warranty and training Mfg. and Model Offered:_____ Warranty Term:_____	1	EA	$_____	$_____
3.	Pricing for a four (4) camera mobile ALPR system in accordance with specifications to include delivery, set-up, installation, one-year warranty and training Mfg. and Model Offered:_____ Warranty Term:_____	1	EA	$_____	$_____
Extended Warranty Option					
4.	Pricing for annual extended warranty/maintenance contract for hardware (2-camera system)	1	Year	$_____	$_____
5.	Pricing for annual extended warranty/maintenance contract for hardware (3-camera system)	1	Year	$_____	$_____
6.	Pricing for annual extended warranty/maintenance contract for hardware (4-camera system)	1	Year	$_____	$_____
Software Licensing/Support					
7.	Annual Software Licensing/Support Fee for City-Hosted Solution	1	Year	$_____	$_____

Pricing Section
"Return this Section with your Response"

ITEM NO.	DESCRIPTION OF REQUIRED MATERIAL, SERVICE OR CONSTRUCTION	QTY	UNIT	UNIT PRICE	EXTENDED PRICE
8.	Indicate if a catalog discount or specific pricing is available for purchasing additional ALPR products including fixed and portable systems that may be acquired at a future date. Catalog Name_____ Discount Percent: _____				
9.	List out any additional items that will be required to fully delivery and furnish the products as specified.				
10.	Provide optional pricing for annual software maintenance and support using Vendor-Hosted/Cloud solution	1	Year	$_____	$_____
Inter-Agency Integration					
11.	Describe any and all costs that would be applicable for integrating the Mobile ALPR solution with surrounding municipalities.				
Portable ALPR System					
12.	Provide costs for providing a portable "speed trailer/ALPR" portable unit. Describe systems hardware and functionality that would be included with system.	1	Ea.		$_____

* Applicable Tax _____ %

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* State correct jurisdiction to receive sales tax on the <u>Vendor's Offer</u>, Form 201-B (RFP) included in this Request for Proposal.

Less prompt payments discount terms of __ % __ days/ or net thirty (30) days. (To apply after receipt and acceptance of an itemized monthly statement.) For evaluation purposes, the City cannot utilize pricing discounts based upon payments being made in less than thirty (30) days from receipt of statement.

<u>Ordering and Invoice Instructions</u>

In order to facilitate internal control and accounting, each City Department will order and <u>must be invoiced separately</u>. Monthly invoices must be segregated by City Department number and mailed or delivered directly to the City Customer Department. For most materials, there will be between three (3) and six (6) ordering departments. At the time an order is placed, the Contractor must obtain the ordering department's cost center numbers for billing purposes. The use of the department's cost center numbers will be in addition to the purchase order number. Once a month, the Contractor shall submit a consolidated statement which shall itemize the invoice numbers, invoice date, invoice amounts, and the total amount billed to Accounting. Discount offering will be based upon days from receipt of the consolidated monthly statement. Invoice(s) shall not show previous balances.

Invoices shall include:

1.   Listing Of All Delivery/Pickup Receipt Numbers Being Invoiced.
2.   Total Cost Per Item.
3.   Applicable Tax.
4.   Payment Terms.
5.   Blanket Purchase Order Number.

Invoices that do not follow the above minimum invoicing requirements will not be paid.   Payment must be applied to only invoices referenced on check/payment stub.   The City reserves the right to bill contracted vendor for researching invoices that have been paid, but not properly applied by vendor account receivables office.

Statement mailing address:	City of Tempe
	Accounting (see below for your contact)
	P.O. Box 5002
	Tempe, Arizona 85280
	Phone: 480-350-8355

Accounting Contacts:	Ramona Zapien	Letters A – H
	Cecilia Miller	Letters I – Z
	Candace Duke	General AP Inquiries and AP Checks

Addendum to Solicitation

Issue Date:	03/20/2013

This addendum will modify and/or clarify:

Solicitation No.:	13-102

and is

Addendum No.	1

Procurement Description:	Mobile Automated License Plate Recognition System

Changes should be made as follows:

1. The Proposal Due Date is hereby changed from Tuesday, March 26, 2013 to Thursday, April 4, 2013. The Proposal Due Time remains 3:00 P.M. (MST).

2. A second addendum will be posted in the near future that will address questions submitted by interested firms.

3. Please be sure to sign and date below and return this addendum with proposal per the above revised due date and time.

The balance of the specifications and bid solicitation instructions to remain the same. Bidders/Proposal Offerors are to acknowledge receipt and acceptance of this addendum by returning of signed addendum with bid/proposal response. Failure to sign and return an addendum prior to bid/proposal opening time and date may make the bid/proposal response non-responsive to that portion of the solicitation as materially affected by the respective addendum.

_____   _____
NAME OF COMPANY   BY NAME (please print) TITLE

_____   _____
ADDRESS (or PO Box)   TELEPHONE

_____   _____
CITY   STATE   ZIP   AUTHORIZED SIGNATURE

Addendum to Solicitation

City Procurement Office/City of Tempe • PO Box 5002 • 20 East 6th Street • Tempe, AZ 85280 • (480) 350-8324 • www.tempe.gov/procurement

Issue Date:	03/22/2013

This addendum will modify and/or clarify:

Solicitation No.:	13-102

and is

Addendum No.	2

Procurement Description:	Mobile Automated License Plate Recognition System

Changes should be made as follows:

The purpose of this addendum is to clarify the Proposal Due Date. The correct date is Thursday, April 4, 2013, 3:00 P.M. (MST).

The balance of the specifications and bid solicitation instructions to remain the same. Bidders/Proposal Offerors are to acknowledge receipt and acceptance of this addendum by returning of signed addendum with bid/proposal response. Failure to sign and return an addendum prior to bid/proposal opening time and date may make the bid/proposal response non-responsive to that portion of the solicitation as materially affected by the respective addendum.

_____
NAME OF COMPANY

_____
ADDRESS (or PO Box)

_____
CITY   STATE   ZIP

_____
BY NAME (please print) TITLE

_____
TELEPHONE

_____
AUTHORIZED SIGNATURE